

# Contract of Sale of Land

Property:

**25 Banksia Crescent, Tyabb VIC 3913**

**Pro Choice Conveyancing**

Suite 3, 121 Hall Road

CARRUM DOWNS VIC 3201

Tel: 9782 8866

PO Box 8819, Carrum Downs VIC 3201

Ref: LD:DME:25/21329

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

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

State nature of authority, if applicable: .....

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** Kate Elizabeth O'Halloran

State nature of authority, if applicable: .....

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

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## Particulars of Sale

### Vendor's estate agent

Name: OBrien Real Estate  
 Address: Somerville VIC 3912  
 Email: shelly.brown@obre.com.au  
 Tel: 5977 8877 Mob: Fax: Ref: Shelley Brown

### Vendor

Name: Kate Elizabeth O'Halloran  
 Address: 25 Banksia Crescent, Tyabb VIC 3913  
 ABN/ACN:  
 Email: kateohall@outlook.com

### Vendor's legal practitioner or conveyancer

Name: Pro Choice Conveyancing  
 Address: Suite 3, 121 Hall Road, Carrum Downs VIC 3201  
 Email: lisa@prochoiceconveyancing.com.au  
 Tel: 9782 8866 Mob: Fax: Ref: 25/21329

### Purchaser

Name:  
 Address:  
 ABN/ACN:  
 Email:

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 7 and 13)

The land is described in the table below –

|                                |           |            |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan    |
| Volume 10974 Folio 434         | 12        | PS 519944X |

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

The land includes all improvements and fixtures.

### Property address

The address of the land is: 25 Banksia Crescent, Tyabb VIC 3913

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

All fixtures and fittings as viewed and inspected.

**Payment**

Price \$ .....

Deposit \$ ..... by ..... / ..... /20..... (of which has been paid)

Balance \$ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on** ..... / ..... /20.....

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than .....

Approval  
date: .....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

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

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

## 1. Electronic Conveyancing

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

## 2. Acceptance of Title

Where the purchaser is deemed by section 27 (7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## 3. Building Approvals

In the event a structure or any building works on the land herein described has not been issued with a Permit or Final Inspection Certificate, the purchaser may be required to comply with the provisions of the Building Act and Building Regulations. The Purchaser will not call upon the Vendor to comply with any of the requirements and acknowledge they are responsible for any costs associated herein.

## 4. Easements

The Purchaser hereby acknowledged that there may be structures built over easements and that consent and/or relevant permits may not have been obtained from the relevant authorities. The Purchaser hereby acknowledges that they cannot withdraw from the Contract in the event that a structure has been built over an easement, without consent or relevant permits. Furthermore, that the Purchaser cannot make any claim against the Vendor, the Vendor's agent or the Vendor's Conveyancer, in this regard now or at any time in the future.

## 5. Condition of Walls

- (a) If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.
- (b) The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.
- (c) The Purchaser acknowledges the provisions of GC 31. and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

## 6. Solar Panels

The Vendor makes no representation or gives any warranties whatsoever with respect to

any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

## **7. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in the is Contract.

## **8. Marketing material**

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries, and due diligence.

## **9. Representation and Warranty as to Building**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## **10. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## **11. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## **12. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisition & Takeovers Act 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## **13. Adjustments**

Adjustment must be prepared on behalf of the Purchasers by the Purchasers Representative and provided to the Vendors Representative not less than 3 days prior to the due date of settlement and any failure to do so will result in the Purchasers requirement to apply an administration fee in the Statement of Adjustments to the Vendors Representative of \$220 for the delay in receiving Statement of Adjustments.

- 13.1** For the purposes of General Condition 23, “periodic outgoings” does not apply to any amounts to which section 10G (Land Tax) and/or 10H (Windfall Tax) of the Sale of Land Act 1962 applies.

#### **14. Stamp duty**

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty, nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

#### **15. Default**

- 15.1** The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in this Contract of Sale or any such date as may have been mutually agreed by both parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale, at the rate of fifteen per centum per annum (15%) in lieu of the rate specified in General Condition 33, as well as the following expenses;
- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor;
  - b) The vendors legal costs and additional conveyancing expenses incurred due to the breach: including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$880.00 including GST to the vendor’s representative, per service;
  - c) All costs associated with obtaining bridging finance to complete the Vendor’s purchase of another property, and interest charged on such bridging finance;
  - d) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor’s purchase;
  - e) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser’s delay with settlement;
- 15.2** All costs and expenses incurred by the Vendor resulting from the Purchaser’s breach of this Contract, which include the additional fees of the Vendor’s Conveyancer and costs of the Notice of Default, should one have been served. Such costs and expenses are payable at settlement.
- 15.3** Rebooking fee and settlement fee payable to the Vendor’s Conveyancer in the sum of \$220.00 plus any such fees levied by the Vendor’s Mortgagee and third parties.

# **General Conditions**

## **Contract signing**

### **1. ELECTRONIC SIGNATURE**

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

### **2. LIABILITY OF SIGNATORY**

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

### **3. GUARANTEE**

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

### **4. NOMINEE**

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

## **Title**

### **5. ENCUMBRANCES**

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

### **6 VENDOR WARRANTIES**

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

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

**7. IDENTITY OF THE LAND**

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

**8. SERVICES**

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

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

**11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cwlth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cwlth) 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 (Cwlth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cwlth), not more than that prescribed amount; or

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## **Money**

### **14. DEPOSIT**

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

### **15. DEPOSIT BOND**

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

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cwlth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

- 18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

- 18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

- 19.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth); and
- (b) 'GST' includes penalties and interest.

**20. LOAN**

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

**21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cwlth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cwlth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market

value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cwlth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cwlth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

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

## **Transactional**

### **26. TIME & CO OPERATION**

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

### **27. SERVICE**

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or

- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **32. BREACH**

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

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

## **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

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

### **35. DEFAULT NOT REMEDIED**

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

**DEED OF GUARANTEE OF CONTRACT**  
**(WHERE THE PURCHASER IS A CORPORATE ENTITY)**

**THIS DEED dated**                      **day of**                      **2025**

**BETWEEN Kate Elizabeth O'Halloran**

**AND :**

**Of**

**(Purchaser)**

**AND :**

**Of**

**(Guarantor)**

**In consideration of the vendor having the request of the guarantor agree to sell the land described within the contract to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HERBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to copy thereof and further that this guarantee is given upon subject to the following conditions:**

1. That in the event of the purchaser failing to pay the vendor as and when the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
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 purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and 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 money or to carry out and perform the obligations herein contained; and
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 money owing to the vendor have been paid and all obligations have been performed.

**SIGNED** by \_\_\_\_\_ )  
the guarantors in the presence of: \_\_\_\_\_ )

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature of Witness

X  
Signature

X \_\_\_\_\_  
Print Name of Witness



Phone: **9782 8866**

Email: donna@prochoiceconveyancing.com.au

**Postal:** P.O Box 8819, Carrum Downs VIC 3201  
Suite 3, 121 Hall Road, Carrum Downs VIC 3201

Vendor: Kate Elizabeth O'Halloran

Property: 25 Banksia Crescent, Tyabb VIC 3913

## **1. Financial matters in respect of the land**

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges):

(a) Are as follows:

| <b><u>Authority</u></b>       | <b><u>Amount</u></b>   |
|-------------------------------|------------------------|
| 1. Mornington Peninsula Shire | \$1589.30 approx. p.a. |
| 2. South East Water           | \$700.00 approx. p.a.  |

(b) Their total does not exceed \$2500.00 approx. p.a.

(c) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

Nil to the Vendors knowledge.

## **2. Commercial and Industrial Property**

The land is NOT tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

## **3. Insurance details in respect of the land**

### **3.1 Damage and Destruction**

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

Not applicable.

### **3.2 Owner Builder**

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

Not applicable.

#### **4. Matters relating to land use**

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

Is in the attached copies of Title documents.

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

None to the Vendors knowledge.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity pipes, if any, may be laid outside registered easements.

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

- (d) There is access to the property by road.

#### **5. Planning Scheme**

|                               |                                                        |
|-------------------------------|--------------------------------------------------------|
| Name of planning scheme       | Mornington Planning Scheme                             |
| Name of responsible authority | Mornington Peninsula Shire                             |
| Zoning of the land            | General Residential Zone                               |
| Name of planning overlay      | For further information refer Property Report attached |

#### **6. Notices made in respect of land**

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

None to the Vendors Knowledge.

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

#### **7. Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

The Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

#### **8. Information relating to any Owners Corporation**

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

**9. Growth areas infrastructure contribution**

Purchaser to make their own enquiries.

**10. Disclosure of non-connected services**

The services which are marked with an "x" in the square box below are NOT connected to the land:

|                                                |                                        |                                          |                                      |                                                  |                                 |
|------------------------------------------------|----------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------------------|---------------------------------|
| Electricity supply<br><input type="checkbox"/> | Gas supply<br><input type="checkbox"/> | Water supply<br><input type="checkbox"/> | Sewerage<br><input type="checkbox"/> | Telephone<br><input checked="" type="checkbox"/> | NBN<br><input type="checkbox"/> |
|------------------------------------------------|----------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------------------|---------------------------------|

**Warning to the Purchaser**

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is the Purchasers' responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services if disconnected prior to settlement. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

**11. Title**

Attached are copies of the following document/s concerning Title:

In the case of land under the ***Transfer of Land Act 1958***, a copy of the 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.

**12. Subdivision**

Not applicable.

**13. Due Diligence**

The *Sale of Land Act 1962* provides that the Vendor or the Vendors licenced estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this Vendor statement but the checklist has been attached as a matter of convenience.

The day of this Statement is the .....day of .....<sup>7/13/2025</sup>.....2025

Signed by the  
Vendor.....

Signed by:

*Kate Elizabeth O'Halloran*

B50E1E3B009E3470.....

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

The day of this Acknowledgement is the .....day of.....2025

**Signed by the  
Purchaser.....**

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

## Vendor / Supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

Notice to Purchaser

**Vendor:** Kate Elizabeth O'Halloran

**Property:** 25 Banksia Crescent, Tyabb VIC 3913

**Certificate of Title:** Volume:10974 Folio: 434

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

**Date: 7 July 2025**

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

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

VOLUME 10974 FOLIO 434

Security no : 124126055177G

Produced 09/07/2025 12:15 PM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 519944X.  
PARENT TITLE Volume 09013 Folio 632  
Created by instrument PS519944X 25/10/2006

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KATE ELIZABETH O'HALLORAN of 14 BRULU CLOSE MOUNT ELIZA VIC 3930  
AM370156Y 01/12/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM370157W 01/12/2015  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AE930048C 02/03/2007

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE130102K 20/01/2006

DIAGRAM LOCATION

SEE PS519944X 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: 25 BANKSIA CRESCENT TYABB VIC 3913

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 22/10/2016

DOCUMENT END

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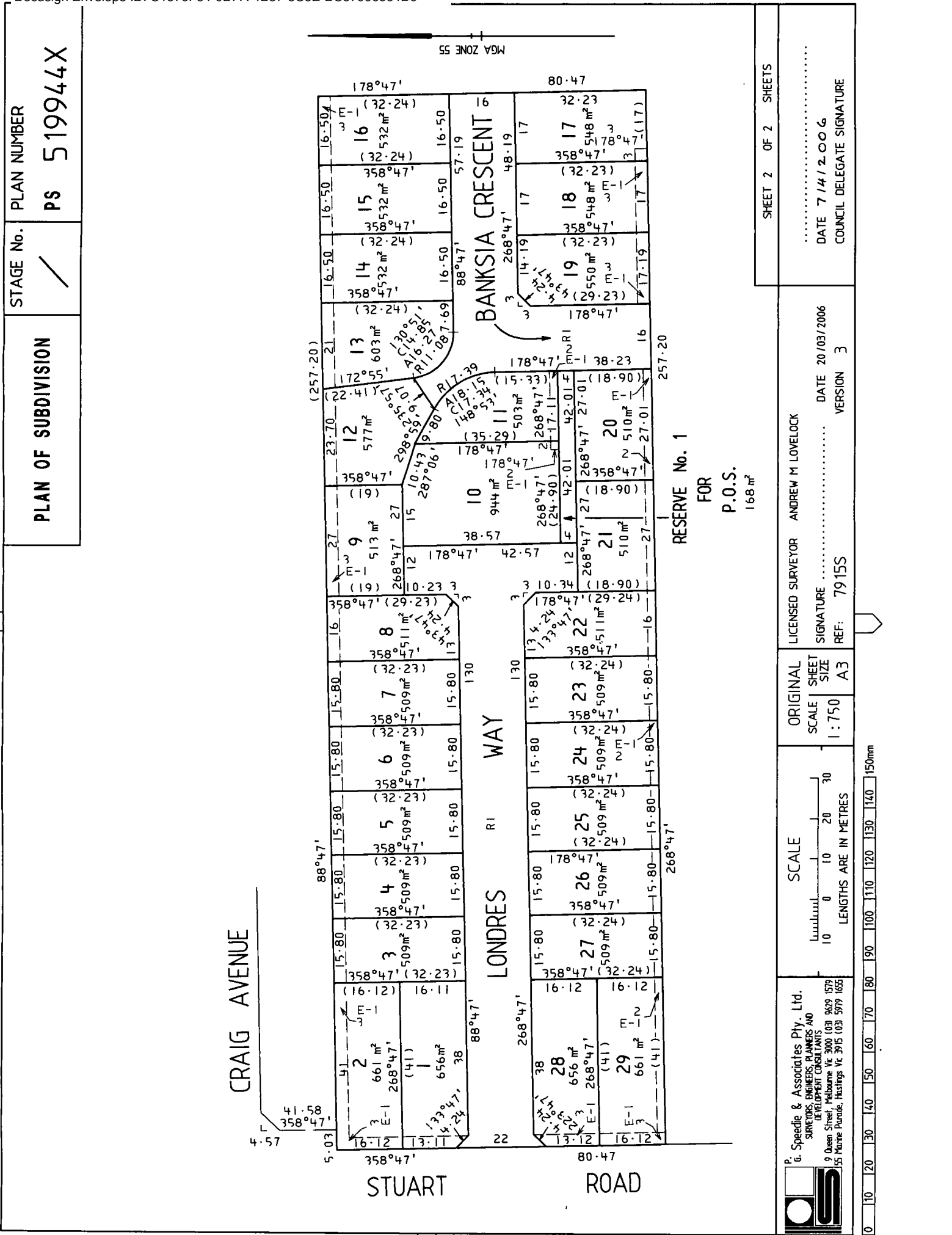
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|                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                                | <b>STAGE No.</b><br>/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>LR USE ONLY</b><br><br><b>EDITION 1</b> | <b>PLAN NUMBER</b><br><br><b>PS 519944X</b>                                                                                                                                            |
| <b>LOCATION OF LAND</b><br><br>PARISH: TYABB<br><br>TOWNSHIP: -<br>SECTION: -<br>CROWN ALLOTMENT: -<br>CROWN PORTION: 63 (PART)<br><br>TITLE REFERENCES: VOL 9013 FOL 632<br><br>LAST PLAN REFERENCE: LP 5802, LOT 32<br>POSTAL ADDRESS: 91 STUART ROAD<br>(AT TIME OF SUBDIVISION) TYABB 3913<br><br>MGA CO-ORDINATES: E 341 110<br>(OF APPROX. CENTRE OF PLAN) N 5 763 380 ZONE: 55 |                                                                                | <b>COUNCIL CERTIFICATION AND ENDORSEMENT</b><br><br>COUNCIL NAME : MORNINGTON PENINSULA SHIRE COUNCIL REF : S05/5078<br><br>1. This plan is certified under Section 6 of the Subdivision Act 1988.<br><del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del><br><del>Date of the original certification under Section 6 / /</del><br><br><del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del><br><br><b>OPEN SPACE</b><br>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has / <del>has not</del> been made.<br>(ii) The requirement has been satisfied.<br><del>(iii) The requirement is to be satisfied in Stage</del><br><br>Council Delegate<br><del>Council Seal</del><br>Date 7 / 4 / 2006<br><br>Re-certified under Section 11(7) of the Subdivision Act 1988.<br><br>Council Delegate<br>Council Seal<br>Date / / |                                            |                                                                                                                                                                                        |
| VESTING OF ROADS OR RESERVES                                                                                                                                                                                                                                                                                                                                                          |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| IDENTIFIER                                                                                                                                                                                                                                                                                                                                                                            | COUNCIL/BODY/PERSON                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| ROAD R1<br><br>RESERVE No. 1                                                                                                                                                                                                                                                                                                                                                          | MORNINGTON PENINSULA<br>SHIRE COUNCIL<br>MORNINGTON PENINSULA<br>SHIRE COUNCIL |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| <b>NOTATIONS</b>                                                                                                                                                                                                                                                                                                                                                                      |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| STAGING                                                                                                                                                                                                                                                                                                                                                                               |                                                                                | This is not a staged subdivision<br>Planning Permit No. P03/2356                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                            |                                                                                                                                                                                        |
| DEPTH LIMITATION DOES NOT APPLY                                                                                                                                                                                                                                                                                                                                                       |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| THIS PLAN IS BASED ON SURVEY<br>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . 256<br>IN PROCLAIMED SURVEY AREA No. 17                                                                                                                                                                                                                                                     |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| <b>EASEMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                           |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                                                                                                                                                                        |
| <b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)                                                                                                                                                                                                                                                                                      |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            | <b>LR USE ONLY</b><br><br><b>STATEMENT OF COMPLIANCE/<br/>EXEMPTION STATEMENT</b><br><br>RECEIVED <input checked="" type="checkbox"/><br><br>DATE 20 / 10 / 2006                       |
| Easement Reference                                                                                                                                                                                                                                                                                                                                                                    | Purpose                                                                        | Width (Metres)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Origin                                     | Land Benefited or in favour of                                                                                                                                                         |
| E-1                                                                                                                                                                                                                                                                                                                                                                                   | DRAINAGE                                                                       | SEE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | THIS PLAN                                  | MORNINGTON PENINSULA SHIRE COUNCIL                                                                                                                                                     |
| E-1                                                                                                                                                                                                                                                                                                                                                                                   | SEWERAGE                                                                       | SEE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | THIS PLAN                                  | SOUTH EAST WATER LTD.                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            | <b>LR USE ONLY</b><br><br>PLAN REGISTERED<br><br>TIME 3 : 31 : 37 PM<br><br>DATE 25 / 10 / 2006<br><br><i>Greg Cullors</i><br>Assistant Registrar of Titles<br><br>SHEET 1 OF 2 SHEETS |
|  P. Speedie & Associates Pty. Ltd.<br>SURVEYORS, ENGINEERS, PLANNERS AND<br>DEVELOPMENT CONSULTANTS<br>9 Queen Street, Melbourne Vic 3000 (03) 9629 1579<br>55 Marine Parade Hastings Vic 3915 (03) 5979 1655                                                                                       |                                                                                | LICENSED SURVEYOR ANDREW M LOVELOCK<br><br>SIGNATURE ..... DATE 20 / 03 / 2006<br>REF: 7915S VERSION 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            | .....<br>DATE 7 / 4 / 2006<br>COUNCIL DELEGATE SIGNATURE<br><br>ORIGINAL SHEET SIZE A3                                                                                                 |



|                                                                                                                                                                                                                                                               |                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| SHEET 2 OF 2 SHEETS                                                                                                                                                                                                                                           |                                                                                                                                 |
| <p><b>DATE</b> 7/4/2006</p> <p><b>COUNCIL DELEGATE SIGNATURE</b></p>                                                                                                                                                                                          | <p><b>LICENSED SURVEYOR</b> ANDREW M LOVELOCK</p> <p><b>SIGNATURE</b></p> <p><b>DATE</b> 20/03/2006</p> <p><b>VERSION</b> 3</p> |
| <p><b>ORIGINAL SCALE</b> 1:750</p> <p><b>SHEET SIZE</b> A3</p>                                                                                                                                                                                                | <p><b>SCALE</b></p> <p>10 0 10 20 30</p> <p>LENGTHS ARE IN METRES</p>                                                           |
| <p><b>P. Speedie &amp; Associates Pty. Ltd.</b><br/> <b>SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS</b><br/>           9 Queen Street, Melbourne Vic 3000 (03) 9629 5579<br/>           55 Marine Parade, Hastings Vic 3915 (03) 5979 6555</p> |                                                                                                                                 |



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Form 13



AE130102K



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT**

***Planning and Environment Act 1987***

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:BYM:LGC:5165773 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 9013 Folio 632

Authority: Mornington Peninsula Shire Council of Besgrove Street, Rosebud

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority: Stephen Joy

Name of officer: STEPHEN Joy

Office held: SUBDIVISIONS OFFICER

Date: 16-1-06

[5165773: 4405592v1]

20/1/06



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 16 / 01 / 2005<sup>6</sup>

**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: 91 Stuart Road, Tyabb

**Mornington Peninsula Shire Council  
and**

**The Point Financial Group Pty Ltd  
ACN 113 486 632**

**AE130102K**

20/01/2006 \$92.30 173



Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin

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|           | 8.1 Notices.....                                    | 4        |
|           | 8.2 Service of Notice.....                          | 4        |
|           | 8.3 No Waiver .....                                 | 5        |
|           | 8.4 Severability .....                              | 5        |
|           | 8.5 No Fettering of Council's Powers .....          | 5        |
| <b>9.</b> | <b>COMMENCEMENT OF AGREEMENT.....</b>               | <b>5</b> |



## Agreement under Section 173 of the Planning and Environment Act 1987

---

DATE 16/01/2006

### BETWEEN

**MORNINGTON PENINSULA SHIRE COUNCIL**  
of Besgrove Street, Rosebud

(Council)

### AND

**THE POINT FINANCIAL GROUP PTY LTD ACN 113 486 632**  
of Blackford Davey Stevens, 358 Main Street, Mornington

(Owner)

### RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 8 February 2005 Council issued Planning Permit No. P03/2356 (**Planning Permit**) allowing the Subject Land to be subdivided including roads in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 34 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 34 of the Planning Permit requires that:

"Prior to the issue of a Statement of Compliance, the subdivider must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the subdivider pursuant to Section 181 of the Planning and Environment Act 1987 on titles to the land resulting from approval of this subdivision.

The agreement must provide for:

- The owner of the land and any successor in title, including a clause in every contract of sale for the sale of each lot in the subdivision that informs each prospective purchaser that the lot is located in close proximity to an operational airfield.

NOTE: The costs in preparation and registration of such agreement are to be met by the subdivider."

- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AD962282W in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:

**AE130102K**  
20/01/2006 \$92.30 173  


- F.1 to give effect to the requirements of the Planning Permit; and
- F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

---

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**lot** means a lot on the Endorsed Plan.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the Mornington Peninsula Planning Scheme and any other planning scheme that applies to the Subject Land.

**Subject Land** means the land situated at 91 Stuart Road, Tyabb being the land referred to in Certificate of Title Volume 09013 Folio 632 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

### 2. INTERPRETATION

---

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

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- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **3. SPECIFIC OBLIGATIONS OF THE OWNER**

---

The Owner covenants and agrees that a clause will be included in every Contract of Sale for any lot on the Subject Land which informs prospective purchasers that the Subject Land is located in close proximity to an operational airfield.

### **4. FURTHER OBLIGATIONS OF THE OWNER**

---

#### **4.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

#### **4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

#### **4.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

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20/01/2006 \$92.30

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## **5. AGREEMENT UNDER SECTION 173 OF THE ACT**

---

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

## **6. OWNER'S WARRANTIES**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

## **7. SUCCESSORS IN TITLE**

---

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

## **8. GENERAL MATTERS**

---

### **8.1 Notices**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

### **8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**AE130102K**

20/01/2006 \$92.30 173



### **8.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

### **8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

### **8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

## **9. COMMENCEMENT OF AGREEMENT**

---

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.



)  
)  
)  
)  
)  
)  
)

Stephen Jay

**Witness**

)
)
)

Director

**Full name****Usual address**

**Director (or Company Secretary)**

Full name

**Usual address**

### Mortgagee's Consent

National Australia Bank Limited as Mortgagee of registered mortgage No. AD962282W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**National  
Australia Bank  
Limited**  
ARN 1300-814837  
**Mornington  
Business  
Banking  
Centre**



# Imaged Document Cover Sheet

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

**GADENS LAWYERS**  
**NMS**

**027C**



**AE930048C**

02/03/2007 \$363 45



MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume **10974** Folio **434**

Estate and Interest: (e.g. "all my estate in fee simple")

All it's estate in fee simple

Consideration:

\$109,000.00

Transferor: (full name)

**THE POINT FINANCIAL GROUP PTY LTD ACN 113 486 632**

Transferee: (full name and address including postcode)

**KATE LOUISE ATKINS** of 6 Birch Court, Langwarrin 3910

Directing Party: (full name)

Creation and/or Reservation and/or Covenant

See over

Continued on T2 Page 2.

Approval No. 325955A

ORDER TO REGISTER

Please register and issue title to

**T2**



Signed

Cust. Code:

STAMP DUTY USE ONLY

| Gadens Lawyers |                                               |
|----------------|-----------------------------------------------|
| This stamp is  | ABN 29 991 935 627 AP 374                     |
| SRO            | Victorian Duty \$ 2,416.00                    |
| Property       | Consideration / Advance \$ 109,000.00         |
|                | Victorian Assets % 100 Section                |
| NOT TO BE      | Original / Counterpart / Collateral / Upstamp |
|                | Transaction No: 1618/2007                     |
|                | Endorsing Date: 08/03/07                      |
|                | Signature: [Signature]                        |

**THE BACK OF THIS FORM MUST NOT BE USED**  
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

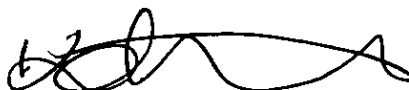
AND the Transferee for himself and his successors in title and any other registered proprietors for the time being of the said land with intent that the benefit of this covenant shall be attached to and run at law and in equity with all Lots contained in Plan of Subdivision No PS519944X other than the Lot hereby transferred HEREBY COVENANT and as a separate covenant with the said Transferor and its successors in title and the other registered proprietor or proprietors for the time being of the Lots in Plan of Subdivision No PS519944X other than the said Lot hereby transferred, that the Transferee shall not at any time:

1. Permit or allow to be erected or remain on the said Lot hereby transferred:
  - (i) any dwelling house having an area excluding verandahs, garages and outbuildings of less than 105 square metres;
  - (ii) any dwelling house having split log walls or any kit home, relocatable home, transportable or temporary dwelling, structure or caravan used as a dwelling; or
  - (iii) any dwelling constructed of second-hand materials other than second-hand bricks.
2. During any period of construction on the said Lot either himself or by his servants, agents or contractors allow construction or works to occur without the provision of a suitable receptacle for the collection of site rubbish or allow such construction or works to take place whereby materials used therefore or waste there from are not contained within the boundaries of the said Lot hereby transferred, nor at any time during a period of construction or otherwise allow the land to become or remain in the opinion of the Transferor in an unkempt or untidy condition, subject to making payment to the Transferor of any costs associated with the remedying of any breach which the Transferor shall be entitled to recover as a liquidated debt from the Transferee."

Dated: 27th 2nd 2007

Execution and attestation

SIGNED by the Transferee in the presence of: }

  
i i A

~~The common seal of The Point Financial Group Pty Ltd was hereunto affixed in accordance with its Articles of Association in the presence of: }~~

~~Director: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_~~

EXECUTED by THE POINT FINANCIAL GROUP PTY. LTD.  
ACN 113 486 632 by being signed by those persons  
who are authorized to sign for the company:

.....~Director  
Full name: Jeffrey Londres  
Address: 61 Kalimna Drive Mornington 3931

.....Director  
Full name: Carolyn Louise Mannering  
Address: 61 Kalimna Drive Mornington 3931

Approval No. 325955A

T2 Page 2



AE930048C

02/03/2007 \$363 45  


PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 July 2025 12:12 PM

PROPERTY DETAILS

Address: 25 BANKSIA CRESCENT TYABB 3913

Lot and Plan Number: Lot 12 PS519944

Standard Parcel Identifier (SPI): 12\PS519944

Local Government Area (Council): MORNINGTON PENINSULA

Council Property Number: 123797

Planning Scheme: Mornington Peninsula

Directory Reference: Melway 148 G11

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: Inside drainage boundary

Power Distributor: UNITED ENERGY

STATE ELECTORATES

Legislative Council: EASTERN VICTORIA

Legislative Assembly: HASTINGS

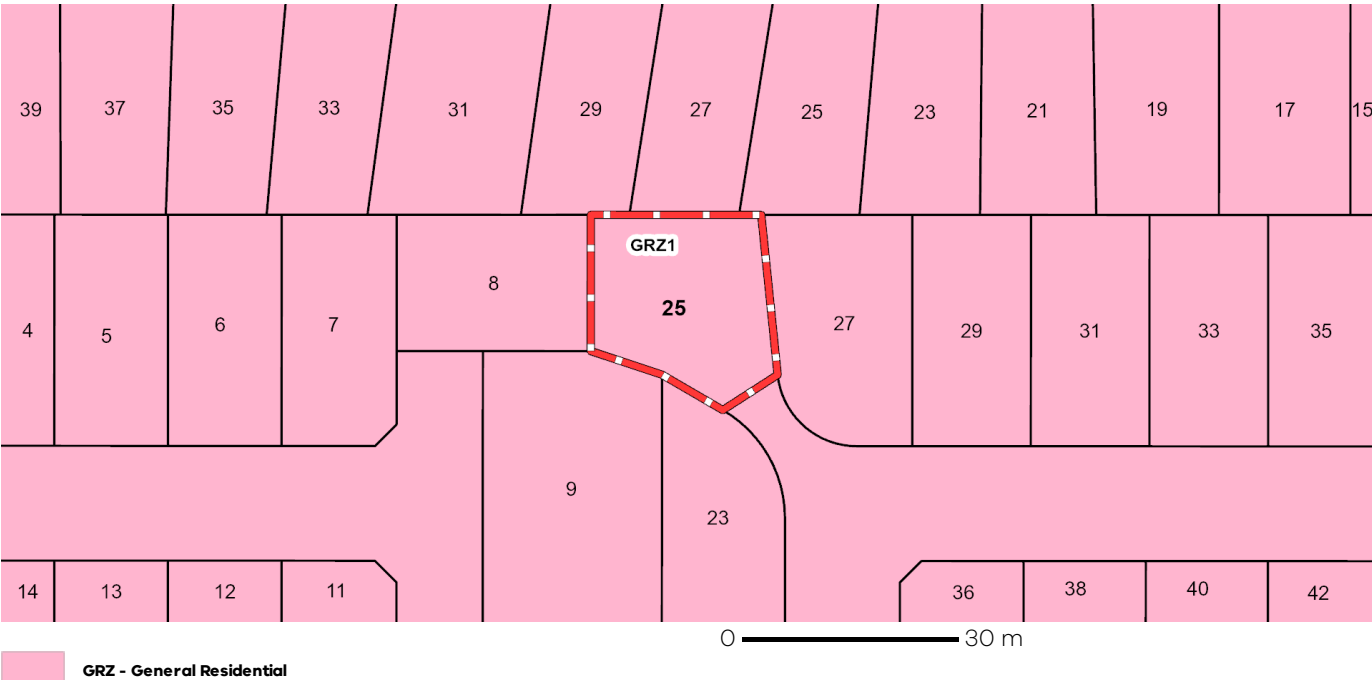
OTHER

Registered Aboriginal Party: Bunurong Land Council  
Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

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



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

Planning Overlays

No planning overlay found

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 3 July 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

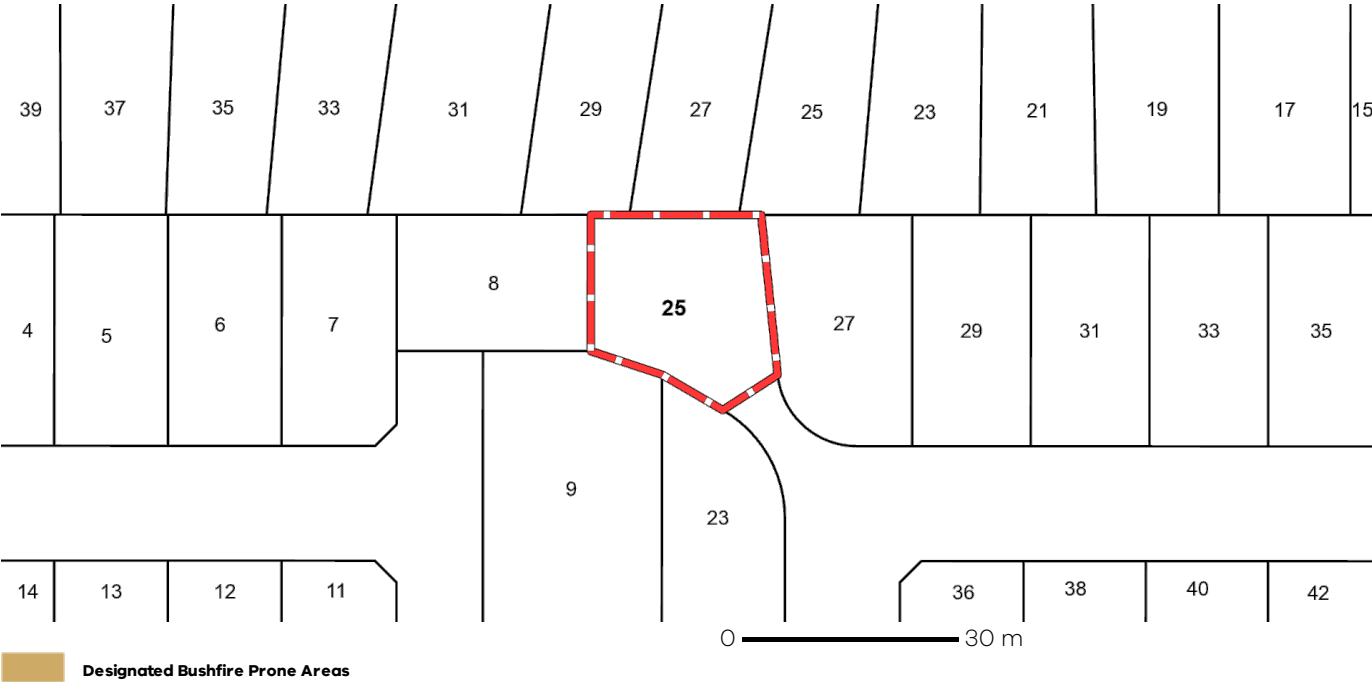
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 July 2025 12:12 PM

## PROPERTY DETAILS

Address: **25 BANKSIA CRESCENT TYABB 3913**

Lot and Plan Number: **Lot 12 PS519944**

Standard Parcel Identifier (SPI): **12\PS519944**

Local Government Area (Council): **MORNINGTON PENINSULA**

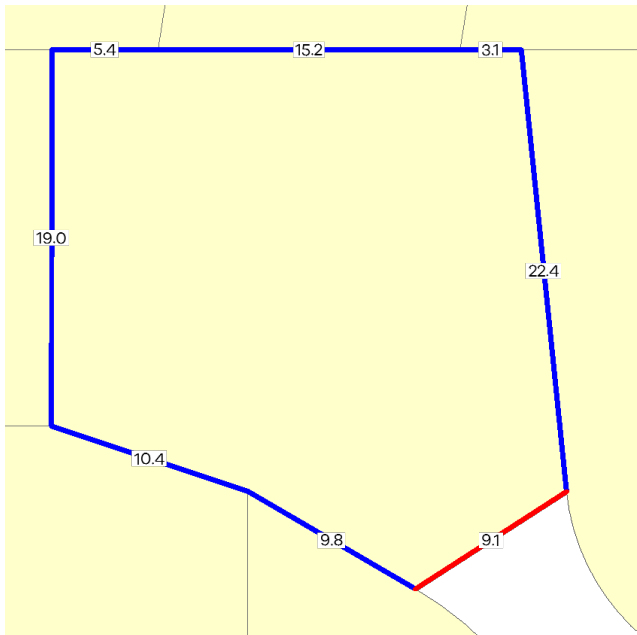
Council Property Number: **123797**

Directory Reference: **Melway 148 G11**

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 577 sq. m

**Perimeter:** 94 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **HASTINGS**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Mrs Donna Emile  
E-mail:  
holly@prochoiceconveyancing.com.au

Statement for property:  
LOT 12 25 BANKSIA CRESCENT  
TYABB 3913  
12 PS 519944

| REFERENCE NO.    | YOUR REFERENCE | DATE OF ISSUE | CASE NUMBER |
|------------------|----------------|---------------|-------------|
| 03G//02558/00028 | 21329          | 09 JULY 2025  | 49752190    |

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

|                                                          |                          |         |
|----------------------------------------------------------|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/07/2025 to 30/09/2025 | \$22.45 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/07/2025 to 30/09/2025 | \$31.25 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/07/2025 to 30/09/2025 | \$21.97         |
| <b>Sewerage Service Charge</b>  | 01/07/2025 to 30/09/2025 | \$100.41        |
| <b>Subtotal Service Charges</b> |                          | <u>\$176.08</u> |
| <b>TOTAL UNPAID BALANCE</b>     |                          | \$176.08        |

- The meter at the property was last read on 06/06/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$0.74 per day**

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).

AUTHORISED OFFICER:

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

### 2. Encumbrance Summary

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

### Important Warnings

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

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

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

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

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

### 3. Disclaimer

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

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

AUTHORISED OFFICER:

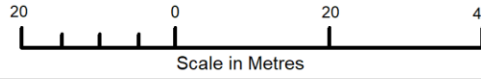
A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

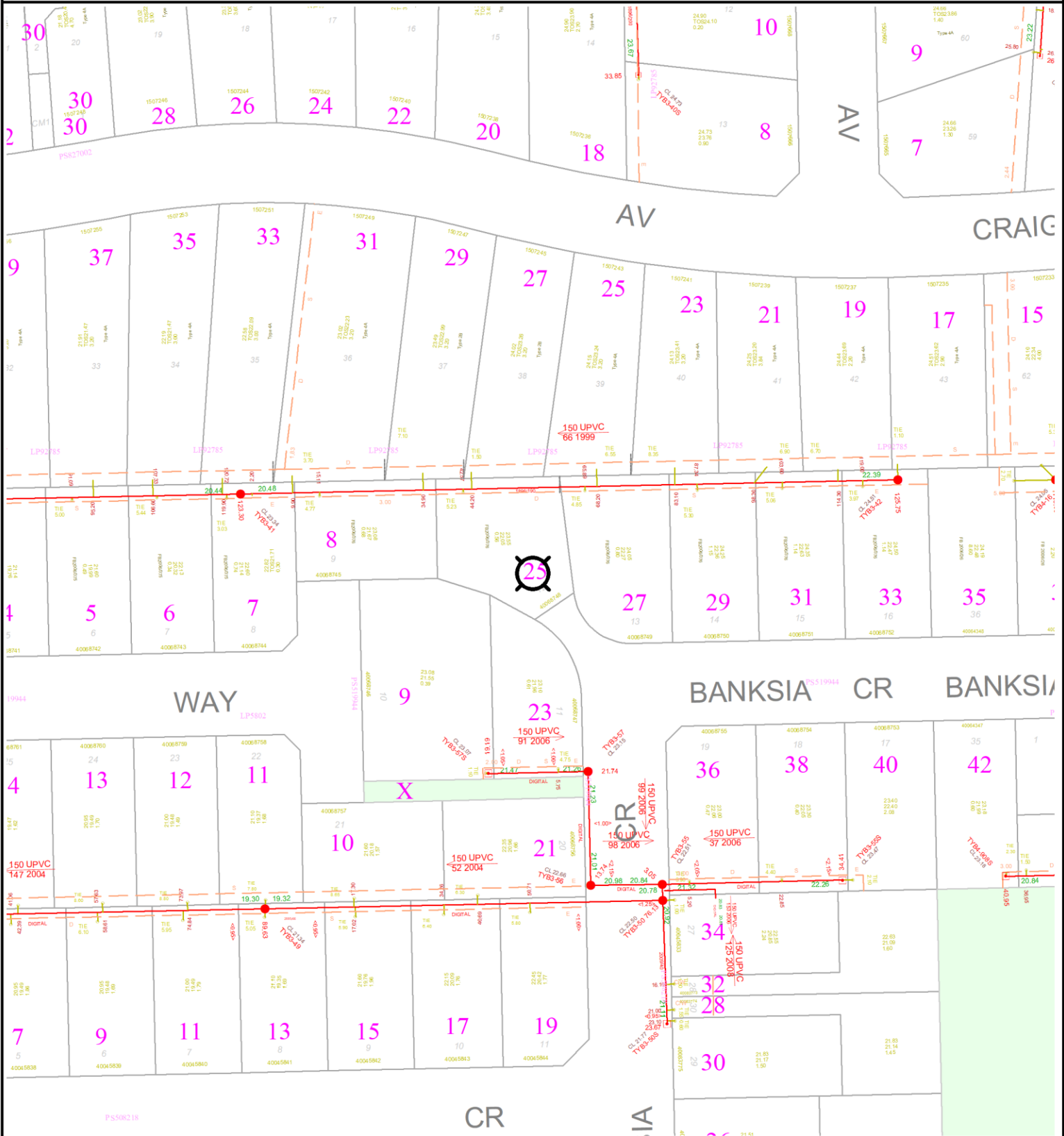
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 49752190

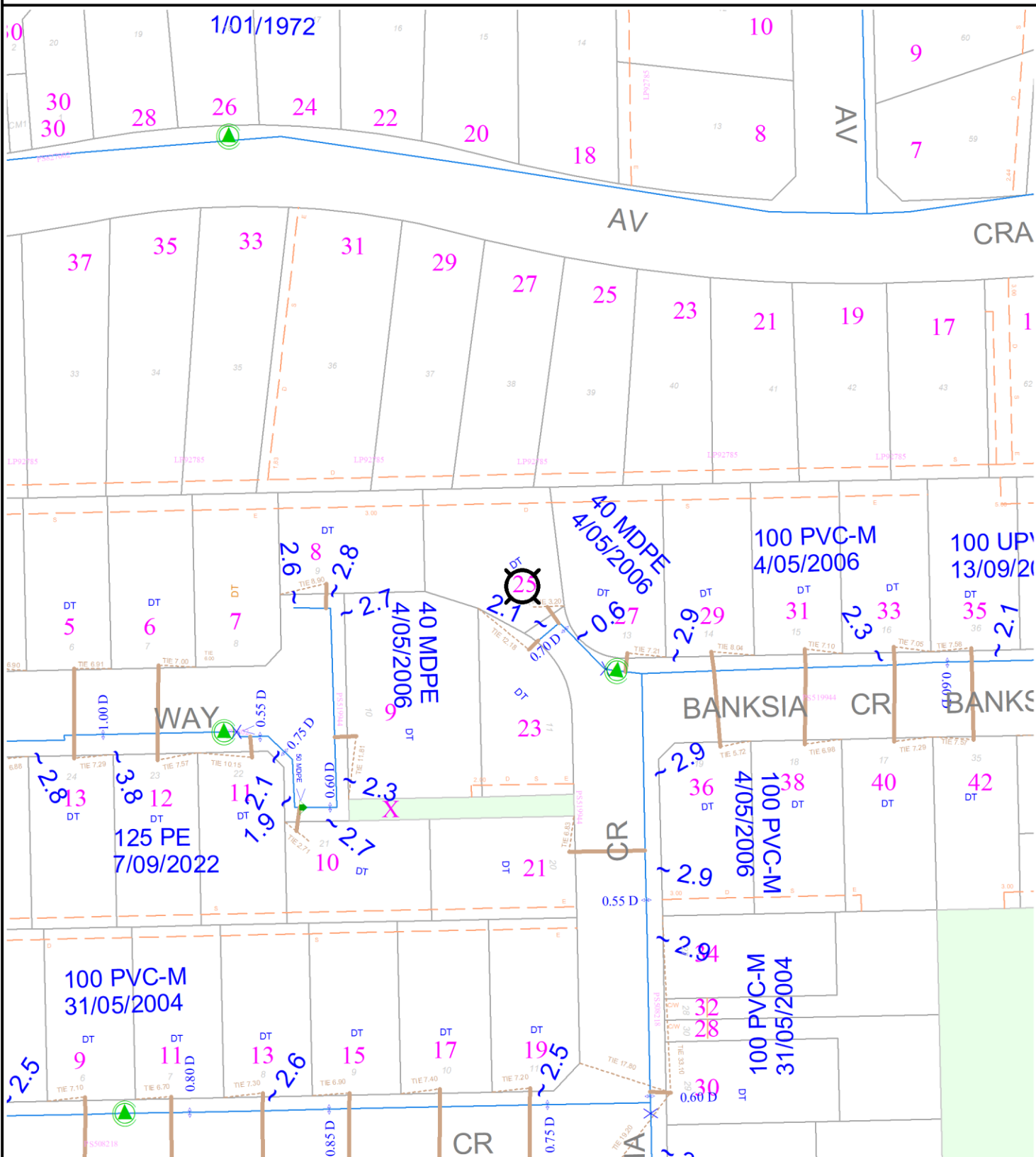


Date: 09JULY2025



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

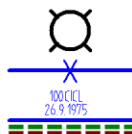
|  |                     |  |                                   |  |                        |
|--|---------------------|--|-----------------------------------|--|------------------------|
|  | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole       |
|  | Proposed Title/Road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



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

## LEGEND

- Title/Road Boundary
- - - Proposed Title/Road
- - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



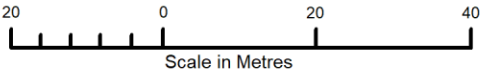
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

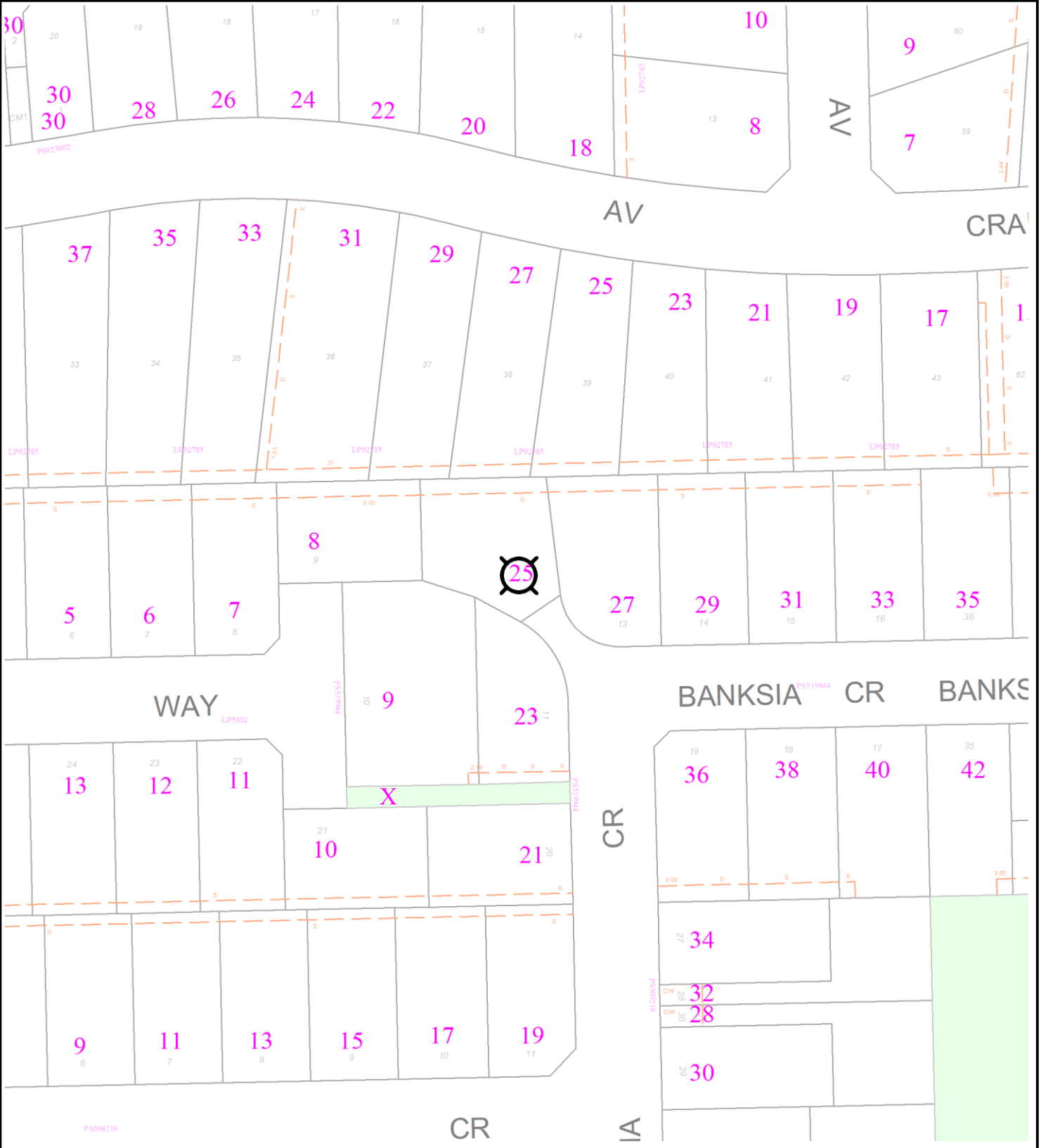
Property: Lot 12 25 BANKSIA CRESCENT TYABB 3913



Case Number: 49752190



Date: 09JULY2025



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

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

# Property Clearance Certificate

## Land Tax



PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:77371392-012-4.21329

**Certificate No:** 92174499

**Issue Date:** 09 JUL 2025

**Enquiries:** ESYSPROD

|                                                         |            |             |               |              |                    |
|---------------------------------------------------------|------------|-------------|---------------|--------------|--------------------|
| <b>Land Address:</b> 25 BANKSIA CRESCENT TYABB VIC 3913 |            |             |               |              |                    |
| <b>Land Id</b>                                          | <b>Lot</b> | <b>Plan</b> | <b>Volume</b> | <b>Folio</b> | <b>Tax Payable</b> |
| 34370633                                                | 12         | 519944      | 10974         | 434          | \$0.00             |

**Vendor:** KAIE O'HALLORAN

**Purchaser:** NIL NIL

|                           |                                |                         |                         |              |
|---------------------------|--------------------------------|-------------------------|-------------------------|--------------|
| <b>Current Land Tax</b>   | <b>Year Taxable Value (SV)</b> | <b>Proportional Tax</b> | <b>Penalty/Interest</b> | <b>Total</b> |
| KATE ELIZABETH O'HALLORAN | 2025                           | \$410,000               | \$0.00                  | \$0.00       |

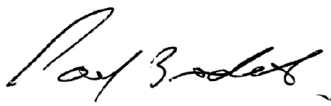
**Comments:** Property is exempt: LTX Principal Place of Residence.

|                                            |                                 |                      |                         |              |
|--------------------------------------------|---------------------------------|----------------------|-------------------------|--------------|
| <b>Current Vacant Residential Land Tax</b> | <b>Year Taxable Value (CIV)</b> | <b>Tax Liability</b> | <b>Penalty/Interest</b> | <b>Total</b> |
|                                            |                                 |                      |                         |              |

**Comments:**

|                            |             |                         |                         |              |
|----------------------------|-------------|-------------------------|-------------------------|--------------|
| <b>Arrears of Land Tax</b> | <b>Year</b> | <b>Proportional Tax</b> | <b>Penalty/Interest</b> | <b>Total</b> |
|                            |             |                         |                         |              |

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 (CIV):                                   | \$635,000     |
| SITE VALUE (SV):                                                | \$410,000     |
| <b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b> | <b>\$0.00</b> |



# Notes to Certificate - Land Tax

Certificate No: 92174499

**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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = \$1,680.00

Taxable Value = \$410,000

Calculated as \$1,350 plus ( \$410,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,350.00

Taxable Value = \$635,000

Calculated as \$635,000 multiplied by 1.000%.

**Land Tax - Payment Options**

**BPAY**  


Billers Code:5249  
Ref: 92174499

**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](http://www.bpay.com.au)

**CARD**  


Ref: 92174499

**Visa or Mastercard**  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
  
[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

|                 |                         |
|-----------------|-------------------------|
| Your Reference: | LD:77371392-012-4.21329 |
| Certificate No: | 92174499                |
| Issue Date:     | 09 JUL 2025             |
| Enquires:       | ESYSPROD                |

|                                                  |                           |                |                                     |                                                          |             |
|--------------------------------------------------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| Land Address: 25 BANKSIA CRESCENT TYABB VIC 3913 |                           |                |                                     |                                                          |             |
| Land Id                                          | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
| 34370633                                         | 12                        | 519944         | 10974                               | 434                                                      | \$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: | \$635,000 |
| SITE VALUE:             | \$410,000 |
| CURRENT CIPT CHARGE:    | \$0.00    |



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 92174499

## 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](http://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



PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

|                 |                         |
|-----------------|-------------------------|
| Your Reference: | LD:77371392-012-4.21329 |
| Certificate No: | 92174499                |
| Issue Date:     | 09 JUL 2025             |

|                 |                                    |                    |                   |                  |        |
|-----------------|------------------------------------|--------------------|-------------------|------------------|--------|
| Land Address:   | 25 BANKSIA CRESCENT TYABB VIC 3913 |                    |                   |                  |        |
| Lot             | Plan                               | Volume             | Folio             |                  |        |
| 12              | 519944                             | 10974              | 434               |                  |        |
| Vendor:         | KAIE O'HALLORAN                    |                    |                   |                  |        |
| Purchaser:      | NIL NIL                            |                    |                   |                  |        |
| WGT Property Id | Event ID                           | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total  |
|                 |                                    | \$0.00             | \$0.00            | \$0.00           | \$0.00 |

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

|                                    |
|------------------------------------|
| CURRENT WINDFALL GAINS TAX CHARGE: |
| \$0.00                             |



# Notes to Certificate - Windfall Gains Tax

Certificate No: 92174499

**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**

|                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><div><div>BPAY</div><div><div></div><div>Billers Code: 416073<br/>Ref: 92174499</div></div></div><div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div></div> | <div><div><div>CARD</div><div><div></div><div>Ref: 92174499</div></div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div></div> | <div><div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div></div> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Phone: 0413 109 204  
PO Box 2414  
Seaford BC 3198

[nigel@completepropertyinspections.com.au](mailto:nigel@completepropertyinspections.com.au)

# Owner Builder Report

Report Commissioned By:

Kate O'Halloran

Property Address:

25 Banksia Crescent Tyabb



# VISUAL BUILDING INSPECTION REPORT

## Client & Site Information:

### COMMISSIONED BY:

Kate O'Halloran.

### DATE OF INSPECTION:

11.07.2025.

### PROPERTY ADDRESS:

25 Banksia Crescent Tyabb.

## Important Information Regarding the Scope and Limitations of the Inspection and this Report

**Important Information:** Any person who relies on the content of this report does so acknowledging that the following clauses both below and at the end of this report. These define the scope and limitations of the inspection and form an integral part of the report. Before you decide to act on this report you should read and understand all of the information contained herein. It will help explain what is involved in an Owner Builder Warranty Inspection, the difficulties faced by an inspector and why it is not possible to guarantee that a property is free of defects, latent or otherwise. This information forms an integral part of the report. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

**The purpose of the inspection:** The purpose of the inspection is to provide a building defects report required under Section 137B of the Building Act when Owner Builder works have been conducted. This will enable the owner of the property to source Builders Warranty Insurance (for works exceeding \$16000) prior to sale.

**The Scope of the Inspection:** The inspection comprised a visual inspection of the Owner Builder works to identify significant defects and to form an opinion regarding the general condition of the works at the time of the inspection. If the property inspected is part of a Strata or Company Title, then the inspection is limited to the interior and the immediate exterior of the particular residence to be inspected. It does not cover the common property.

**Acceptance Criteria:** The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength or serviceability.

**Limitations:** This report is limited to a visual inspection of areas where safe and reasonable access is available and access permitted on the date and at the time of inspection. **The purpose of the inspection is to provide a defects report (for the purpose of gaining Warranty Insurance for works exceeding \$16000) as required under the Building Act.** Areas for Inspection shall cover all safe and accessible areas. It does not purport to be geological as to foundation integrity or soil conditions, engineering as to structural, nor does it cover the condition of electrical, plumbing, gas or motorised appliances on a technical level. It is strongly recommended that an appropriately qualified contractor check these services prior to purchase.

As a matter of course, and in the interests of safety, all prospective purchasers should have an electrical report carried out by a suitably qualified contractor.

If Town Planning Permits, Building Permits or Approved Drawings are not made available at the time of the inspection it is the purchasers responsibility to verify the legality of works inspected.

This report is limited to the works undertaken by the Owner Builder under the Building Permit (or other definition of works undertaken) noted under *Summary of Areas Inspected*.

**Safe and Reasonable Access:** Only areas to which safe and reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified below are available, or where these clearances are not available, areas within the inspector's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." Reasonable access does not include the use of destructive or invasive inspection methods nor does it include cutting or making access traps or moving heavy furniture, floor coverings or stored goods.

**Roof Interior** - Access opening = 400 x 500 mm - Crawl Space = 600 x 600mm - Height accessible from a 3.6m ladder.

**Roof Exterior** - Must be accessible from a 3.6m ladder placed on the ground.

## Summary of Areas Inspected:

### Details:

Only Owner Builder works being for the renovation of the kitchen and laundry, the partial renovation of the bathroom (bench top, basin and tapware) and the installation of engineered timber flooring were inspected.

## Overall Condition of the Building Works

### Overall Condition:

The works inspected are in good condition and are performing as intended. No defective works were noted during the inspection.

## Weather Conditions:

### Weather Conditions on the Day and at the Time of Inspection:

Overcast.

## Incomplete Works:

### Were there any incomplete works at the time of inspection?

No incomplete works were noted.

## Second hand Materials:

### Were there any secondhand materials noted at the time of inspection?

Yes - The following second hand materials were noted, the kitchen cabinets and range hood have been retained.

## Permits and Documents:

### Documents made available at the time of the inspection.

No documentation was made available.

## This report was conducted by:

Nigel Woodhouse  
(IN-L 23566)



NIGEL WOODHOUSE  
0413 109 204.

# INTERIOR CONDITION REPORT

## Floors:

### Floors General Condition:

The condition of the flooring is good.

## KITCHEN

**Important Notes:** In regard to plumbing or electrical, it should be noted that we are not plumbers or electricians and any comment made is not that of a qualified plumber or electrician. We recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing or electrical issues.

## Kitchen:

### Kitchen Benchtops:

The condition of the bench tops is good.

### Kitchen Appliances

The condition of the appliances appears to be good.

### Splashbacks:

The condition of the splashbacks is good.

### Sink & Taps:

The sink and taps appear to be in good condition.

## BATHROOM

**Important Notes:** Shower areas (where present) are visually checked for leakage, but leaks often do not show except when the shower is in actual long term use. It is very important to maintain adequate sealing in the bath areas. Very minor imperfections can allow water to get into the wall or floor areas and cause damage. Adequate and proper ongoing maintenance will be required in the future.

In regard to plumbing or electrical, it should be noted that we are not plumbers or electricians and any comment made is not that of a qualified plumber or electrician. We recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing or electrical issues.

## Bathroom:

### Basin & Taps:

The bench top, basin & tap ware are in good condition.

## LAUNDRY

**Important Notes:** In regard to plumbing or electrical, it should be noted that we are not plumbers or electricians and any comment made is not that of a qualified plumber or electrician. We recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing or electrical issues.

## Laundry:

### Trough & Taps:

The trough, taps and cabinet all appear to be in good condition.

### Splashbacks:

The condition of the splashbacks is good.

## Important Information

### Important Information:

The following forms an integral part of the report and MUST be read in conjunction with the entire report.

#### General Definitions used in this report:

The Definitions of the Terms (Good), (Fair), & (Poor) below apply to defects associated with individual items or specific areas:

**Good** - The item or area inspected appears to be in Serviceable and/or Sound Condition without any significant visible defects at the time of inspection.

**Fair** - The item or area inspected exhibits some minor defects or minor damage and may require some repairs of maintenance.

**Poor** - The item or area inspected requires significant repairs or replacement due to poor construction methods or lack of maintenance or is not finished to an acceptable standard of workmanship.

**Appearance Defect** - Where in the inspectors opinion the appearance of the building element has blemished at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

**Serviceability Defect** - Where in the inspectors opinion the function of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

**Structural Defect** - Where in the inspector's opinion the structural performance of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

**Accessible Area** - An area on the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.

#### General and Important Information:

*Note:* In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The Exterior above ground floor level is not inspected. The complete inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

**Shower Recesses:** Tests may be made on shower recesses to detect leaks (if water is connected). The tests may not reveal leaks or show incorrect waterproofing if silicone liquid or masonry sealant has been applied prior to the inspection. Such application is a temporary waterproofing measure and may last for some months before breaking down. The tests on shower recesses are limited to running water within the recesses and visually checking for leaks. As showers are only checked for a short period of time, prolonged use may reveal leaks that were not detected at the time of inspection. No evidence of a current leak during inspection does not necessarily mean that the shower does not leak.

**Trees:** Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and advise on the best course of action with regards to the trees.

**The septic tanks:** Should be inspected by a licensed plumber.

**Surface Water Drainage:** The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water and

stormwater run off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

## Important Information Regarding the Scope and Limitations of the Inspection and this Report

Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

1) This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection.

2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); detection and identification of illegal plumbing work; neighbourhood problems; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. **(NB Such matters may upon request be covered under the terms of a Special-Purpose Property Report.)**

4) **CONSUMER COMPLAINTS PROCEDURE.** In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.

5) **ASBESTOS DISCLAIMER: "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even building built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples health. You should seek advice from a qualified asbestos removal expert."

6) **Mould (Mildew and Non-Wood Decay Fungi) Disclaimer:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, mould happened to be noticed it may be noted in the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

7) **Cracking of Building Elements:** The use of cracking of building elements as an indicator of

structural performance can be problematic. Where any cracking is present in a building element, that cracking may be the result of one or more of a range of factors and that the significance of cracking may vary.

Cracking can be generally categorized into:

**Appearance Defect:** Where in the inspectors opinion the appearance of the building element has blemished at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

**Serviceability Defect:** Where in the inspectors opinion the function of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

**Structural Defect:** Where in the inspector's opinion the structural performance of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

The criteria for determining whether cracking is a structural defect are not solely related to crack width. Cracks 0.1mm wide may be a structural defect while cracks 5.00mm wide may not be structural defects. Cracking in a structural element does not necessarily indicate a structural defect.

**8) CONDITIONS :-** This standard property report is conditional upon or conditional in relation to -

- the assessment of any apparent defect including rising damp and leaks, the detection of which may be subject to prevailing weather conditions;
- information provided by the person, the employees or agents of the person requesting the report;
- the specific areas of expertise of the consultant specified in the report;
- apparent concealment of possible defects; or
- any other factor limiting the preparation of the report.

**9)** If the property to be inspected is occupied then You must be aware that furnishings or household items may be concealing evidence of problems, which may only be revealed when the items are moved or removed. Where the Report says the property is occupied You agree to:

- a) Obtain a statement from the occupier as to
  - i. any Timber Pest activity or damage;
  - ii. timber repairs or other repairs
  - iii. alterations or other problems to the property known to them
  - iv. any other work carried out to the property including Timber Pest treatments
  - v. obtain copies of any paperwork issued and the details of all work carried out
- b) Indemnify the Inspector from any loss incurred by You relating to the items listed in clause a) above where no such statement is obtained.

**10)** You agree that We cannot accept any liability for Our failure to report a defect that was concealed by the owner of the building being inspected and You agree to indemnify Us for any failure to find such concealed defects

**11)** Where Our report recommends another type of inspection including an invasive inspection and report then You should have such an inspection carried out prior to the exchange of contracts or end of cooling-off period. If You fail to follow Our recommendations then You agree and accept that You may suffer a financial loss and indemnify Us against all losses that You incur resulting from Your failure to act on Our advice.

**12)** The Report may not be sold or provided to any other Person without Our express written permission, unless the Client is authorised to do so by Legislation. If We give our permission it may be subject to conditions such as payment of a further fee by the other Person and agreement from the other Person to comply with this clause.

However, We may sell the Report to any other Person although there is no obligation for Us to do so.

**13)** You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against Us arising directly or indirectly from the unauthorised provision or sale of the

Report by You to a Person without Our express written permission.

**IMPORTANT DISCLAIMER**

**DISCLAIMER OF LIABILITY:** -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:** - We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than You in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law. The only Person to whom We may be liable and to whom losses arising in contract or tort sustained may be payable by Us is the Client named on the face page of this Agreement.

**CONTACT THE INSPECTOR**

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

..... End Of Report .....

# Due Diligence Checklist

## What you need to know before buying a residential property

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