DATED 2025

ACTON INVESTMENT 238 PTY LTD

to

CONTRACT OF SALE OF LAND

Property: **9A Catherine Avenue, Mount Waverley VIC 3149 (Lot 2 on proposed plan of subdivision PS921843L being part of 5 Acton Street, Mount Waverley VIC 3149)**

Seek Conveyancing
PO Box 571
Glen Waverley VIC 3150

Tel: 0422 790 766
Email: info@seekconvey.com.au

Ref:SC:24133

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

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 AGREEMENT. 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 ..../ .... /20

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

....

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

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

SIGNED BY THE VENDOR: ....

.... on ..../ .... /20

Print name(s) of person(s) signing: **Hao Zhang on behalf of Acton Investment 238 Pty Ltd**

State nature of authority, if applicable: Sole Director and Sole Company Secretary

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

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*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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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.

Particulars of sale

Vendor's estate agent

OBrien Real Estate
31 Atherton Road, Oakleigh, VIC 3166

Email: zoe.zhao@obrienrealestate.com.au

Tel: 03 9088 8608 Mob: 0450 976 833 Fax: Ref: Zoe Zhao

Vendor

Acton Investment 238 Pty Ltd
ACN 667 629 487

Vendor's legal practitioner or conveyancer

Seek Conveyancing
PO Box 571
Glen Waverley VIC 3150

Email: info@seekconvey.com.au
Tel: Mob: 0422 790 766 Fax: Ref: SC:24133

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 as Lot __2__ on Proposed Plan of Subdivision PS921843L and being part of the land described in Certificate of Title Volume 08273 Folio 121.

The land included all improvements and fixtures.

Property address

The address of the land is: **9A Catherine Avenue, Mount Waverley VIC 3149**
(Lot 2 on proposed plan of subdivision PS921843L being part of 5 Acton Street, Mount Waverley VIC 3149)

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general conditions 17 & 26.2)

Settlement is due on the later date of:

- 14 days after the vendor or vendor's representative gives notice in writing to the purchaser or the purchaser's representative that the proposed plan of subdivision has been registered by the Registrar of Title.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Security Interest

General condition 11 is deleted and replace by the following:

11. RELEASE OF SECURITY INTEREST

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

11.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 11.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

11.3 The vendor must ensure that at or before settlement, the purchaser receives-

(a) a release from the secured party releasing the property form the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) (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 prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

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

unless:

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

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

11.5 A release for the purposes of general condition 11.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.6 The purchaser must provide the vendor with a copy of the release under general condition 11.3(a) at or as soon as practicable after settlement.

11.7 The vendor must also ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release in addition to ensuring a release is received under general condition 11.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.8 The purchaser must advise the vendor of any security interest that is registered or before the date 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.

11.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.8.

11.10 The purchaser must pay the vendor-

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

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

(c) as though the purchaser was in default.

if settlement is delayed under general condition 11.9.

11.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.11 applies despite general condition 11.1.

11.12 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

2. Loss or damage before settlement

General Condition 31.4, 31.5 and 31.6 do not apply to this Contract.

3. Nomination

3.1 The Purchaser must not nominate a Foreign Interest unless that Foreign Interest has already obtained approval from FIRB to be bound by this Contract by nomination.

3.2 The Purchaser may nominate a substitute or additional transferee if the Purchaser gives the Vendor notice in writing of the Purchaser's intention at least 14 days prior to the settlement date, however, the named Purchasers remains personally liable for the due performance of all the purchaser's obligations under this contract.

4. Corporate purchaser

In the event the Purchaser is a corporate entity then the purchaser will supply the vendor with a current ASIC company search extract within 7 days of signing the contract evidencing the director/s and secretaries of the said purchase company.

4.1 If the Purchaser is or includes a company, the Purchaser or each company that is a Purchaser must upon demand by the Vendor procure and deliver to the Vendor a joint and several guarantee by those directors and/or shareholders of the relevant Purchaser company nominated by the Vendor of the obligations of the purchaser under this Contract in the form and to the effect of the Guarantee, duly completed and executed.

4.2 If any such guarantee as referred to in Special Condition 4.1 is not delivered to the Vendor within five (5) business days of demand, the Purchaser will be deemed to be in default under this Contract.

4.3 Notwithstanding Special Condition 4,2, the Vendor may in its sole discretion by notice in writing elect to treat Special Condition 4.1 as a condition precedent and if the Purchaser fails to deliver such guarantee within five (5) business days of demand may end this Contract by notice to the Purchaser with immediate effect.

5. Deposit

5.1 On the day of sale or on such dates as set out in the Particulars of Sale, the Purchaser must either:

(i) pay the deposit to the stakeholder as directed by the Vendor to be held on trust for the Purchaser until registration of the plan and thereafter as stakeholder under the Sale of Land Act; or

(ii) deliver to the Vendor a Deposit Bank Guarantee;

5.2 If the Purchaser pays the deposit in accordance with sub-paragraph 5.1(i), then:

(i) the stakeholder may invest part or all of the deposit in an interest bearing trust account with a bank nominated by the Vendor until the earlier of the settlement date or the granting of a release by the Purchaser under the Sale of Land Act;

(ii) the Purchaser must give its tax file number to the stakeholder (as directed by the Vendor) on the day of sale or the next business date;

(iii) unless the contract is terminated as a result of default by the Vendor, the Vendor is entitled to any interest accrued on the deposit; and

(iv) the party ultimately entitled to the deposit bears the risk of loss of the deposit and interest. If the stakeholder has complied with this special condition it is not responsible for any loss or expense due to its investment of the deposit;

5.3 If the Purchaser delivers to the Vendor or the stakeholder a Deposit Bank Guarantee in accordance with sub paragraph 5.1(ii) then:

(i) the Deposit Bank Guarantee must be made payable the stakeholder;

(ii) subject to paragraph 5.3(iii) the Vendor or the Vendor's representative must hold the Deposit Bank Guarantee until the settlement date;

(iii) subject to registration of the plan the Vendor or stakeholder (as directed by the Vendor) may make immediate demand under the Deposit Bank Guarantee if this contract is rescinded or terminated by the Vendor pursuant to special condition 5.6 (ii)

(iv) the whole of the purchase shall be payable on the settlement date; and

(v) on the settlement date and after payment of the whole of the price by bank cheque the Deposit Bank Guarantee must be returned to the Purchaser, and

(vi) the Deposit Bank Guarantee must contain a condition entitling the Vendor to call on the Deposit Bank Guarantee without reference to the Purchaser, if the Purchaser fails to comply with special condition 5.6 (time being of the essence)

5.4 If this contract is rescinded under special condition 12.1(b) then:

(i) the Purchaser will be entitled to the prompt return of the deposit (including any interest which may have accrued in respect of such account but less government charges and any taxes withheld by the bank or fees charged by the bank) of the Deposit Bank Guarantee as applicable; and

(ii) the Purchaser must not exercise any rights in respect of any loss, costs, fees or other expenses paid or incurred by the Purchaser in relation to this contract

5.5 The Purchaser may, subject to approval of the Vendor, deliver to the Vendor or the Stakeholder a Deposit Bond in favour of the stakeholder on terms and from an institution acceptable to the Vendor in its absolute discretion in lieu of the Deposit Bank Guarantee referred to in special condition 5.1(ii) having an expiry date of no earlier than 60 days after the Sunset Date referred to in special condition 12.1 (a). The Purchaser acknowledges that the Vendor may withhold its approval and will not be obliged to give any reason for withholding its consent.

5.6 If notwithstanding Special Condition 5.3 and 5.5 the expiry date of any Deposit Bank Guarantee or Deposit Bond is earlier than 60 days after the Sunset Date or the expiry date of any Deposit Bank Guarantee or Deposit Bond is earlier than 60 days after the due date for the Payment of Balance of settlement monies under the Contract or if for any reason the Vendor is reasonably of the view that the Deposit Bank Guarantee or Deposit Bond will or may expire before the payment of Balance of settlement monies (Expiry Date):

(i) the Purchaser must extend or replace the Deposit Bank Guarantee or Deposit Bond no later than two months before the Expiry Date and deliver the extended or replacement Deposit Bank Guarantee or Deposit Bond to the Vendor or Stakeholder no later than four weeks before the Expiry Date of the Deposit Bank Guarantee or Deposit Bond; and

(ii) if the Purchaser fails to comply with Special Condition 5.6 (time being of the essence) then subject to registration of the Plan, the Vendor may rescind this Contract without the need for any further notice and the Purchaser authorises the Vendor to call upon the Deposit Bank Guarantee or Deposit Bond in accordance with this Special Condition 5.6.

6. Costs on default

The Purchaser agrees that the reasonable costs of each and every default is the sum of $990.00 (inclusive of GST). The default sum shall be payable at settlement to the Vendor. The Purchaser further agrees that the reasonable fees for cancelling and rebooking settlement is $330.00, payable per variation to the Vendor at settlement. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, power of remedies of the Vendor under this Contract or otherwise.

7. Transfer of land

The Purchaser's solicitor and/or conveyancer shall complete a Transfer of Land on PEXA at least ten (10) days prior to settlement. If the transfer is not completed within the prescribed time then without prejudice to the Vendor's other rights:

(a) the Vendor may complete this contract at any time between the date for payment of the balance of the price and the date which is ten (10) days after the Purchaser completes the transfer; and

(b) The Purchaser must pay interest in accordance with the special conditions of this contract from the date of payment of the balance of the price until the contract is completed.

8. Foreign purchaser

8.1 The Purchaser warrants:

(a) that the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) that the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

8.2 If the Foreign Acquisition and Takeovers Act 1975 does apply to the Purchaser and the Purchaser enters this Contract, in breach of the warranty contained in this Special Condition, the Purchaser agrees to indemnify and compensate the Vendor for any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the Purchaser breach of this Special Condition. The warranty contained in this Special Condition will not merge on completion of this Contract but shall ensure for the benefit of the Vendor.

9. Auction clause

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

10. Stamp duty

The Purchaser shall be liable for all stamp duty payable on the Transfer of the Land and the Purchaser shall indemnify the Vendor against any claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this contract including any nomination of a substitute purchaser or the Transfer of Land.

11. Purchaser’s obligations

11.1 If there is more than one purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

11.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

11.4 This special condition will not merge on completion.

12. Unregistered plan

12.1 Subject to the Plan being registered

(a) This Contract is conditional upon the Plan being registered by the Registrar of Titles within **three (3) months** from the Day of Sale.

(b) If the Plan of Subdivision is not registered at the expiration of **three (3) months** from the Day of Sale then the Vendor must give notice in writing in accordance with section 10B(3) of the Sale of Land Act to the Purchaser at least 28 days before the proposed rescission and obtain the written consent of the Purchaser to the rescission.

(c) If the Plan of Subdivision is not registered at the expiration of **three (3) months** from the Day of Sale then the Purchaser may at any time after the expiration of that period but before the Plan is registered rescind this Contract by giving notice in writing to that effect to the Vendor.

12.2 Compliance with Subdivision Act 1988

The Property is sold under the provisions of the Act and the Purchaser purchases subject to the provisions of the Act and without limitation the following:

(a) the easements (express and implied) affecting the Property by virtue of the Act;

(b) the Lot entitlement and Lot liability set out on the Plan;

(c) all regulations made under the Act relating to a body corporate; and

(d) the standard rules of the Body Corporate as set out in Subdivision (Body Corporate) Regulations (where applicable).

12.3 Vendor to register Plan

The Vendor will:

12.3.1 cause the Plan to be submitted to the relevant council for certification and submitted to the Land Titles Office for registration and the Plan shall incorporate any variations or amendments which:

(a) the parties may agree upon.

(b) may be required by the Laud Titles Office, the relevant council or any other Governmental or Semi-Governmental Agency whose consent or approval of the Plan is required.

(c) the Vendor may require and which do not materially affect the property.

12.3.2 bear all costs associated with the certification and registration of the Plan; and

12.3.3 as soon as practicable after the Plan has been registered by the Registrar, notify the Purchaser or the Purchaser's representative in writing of the registration.

12.4 No dealings prior to registration of the Plan

12.4.1 Until the Plan of Subdivision is approved by the Registrar of Titles the Purchaser will not transfer, assign, mortgage or otherwise encumber or in any other way deal with the Lot or any part of the Lot or any of the Purchaser's rights or interest in or under this Contract.

12.4.2 The Purchaser agrees that until the Plan of Subdivision is approved it will not nor will it allow any person claiming through it or acting on its behalf to lodge at the Land Titles Office a Caveat pursuant to Section 89 of the Transfer of Land Act against the Vendor's Certificate of Title to the property or any part of the property and the Purchaser further acknowledges and agrees that the Vendor will be entitled to claim compensation from the Purchaser in the event that this condition is breached.

12.4.3 Until the Plan of Subdivision is registered the Purchaser irrevocably appoints the Vendor as its attorney to sign any withdrawal of the Purchaser's caveat from the Land Titles Office.

13. Section 173 Agreement

13.1 The Purchaser acknowledges that the Vendor may be required to enter into an agreement that affects the Land pursuant to Section 173 of the Planning and Environment Act 1985 (Vic), the Planning Permit or the Application.

13.2 The Purchaser irrevocably authorises the Vendor to negotiate the terms of any agreement contemplated by this clause 13.

13.3 The Purchaser must not make any requisition or objection, delay settlement or claim any compensation In relation to any act, matter or thing contained in or required by any agreement referred to in this clause and must if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any agreement registered by the Registrar.

13.4 Without limiting this clause, the Purchaser acknowledges that any agreement contemplated by this clause will not constitute a defect in title to the Property.

14. No resale

Prior to settlement of this contract the Purchaser must not advertise or enter into a contract to resell the property without first obtaining written permission from the Vendor (which the Vendor may withhold at its sole discretion).

15. Assignment and novation

15.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser’s interest in or under this Contract.

15.2 Without limiting any of the Vendor’s rights, the Vendor has the right to:

(a) grant a mortgage or charge the Property;

(b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 18.3;

(c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and

(d) execute any mortgage, charge, assignment and other documents relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.

15.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor’s rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor’s rights under the Contract are assigned. The Purchaser mut not raise any objection, delay settlement, rescind or terminate this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.

15.4 The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor’s representative.

15.5 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

16. Land dimensions

The Purchaser admits that it has inspected the land as offered for sale and shall not make any requisition or claim any compensation for any misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or bear any part of the cost of doing so.

17. Land use restrictions

The land is sold subject to any restriction as to use any order, plan, scheme, regulation or by-law made by any authority empowered to control land usage. No such restriction shall constitute a defect in Vendor's title or give rise to any right of the Purchaser to claim compensation or to terminate this Contract.

18. Purchaser acknowledgement

18.1 The Purchaser acknowledges that it has purchased the property as a result of the Purchaser's own inspection or inquires and in its present state of repair and subject to all faults and defects both latent or patent and expect to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor behalf has made any warranty or representation in relation to those matters.

18.2 The Purchaser acknowledges that the improvements on the Land might be subject to or require compliance with the Building Act 1993 and the Domestic Building Contracts Act 1995 and the Building Code of Australia or earlier laws under which the improvements were constructed. Any failure of the improvements to comply with such laws shall not constitute a defect in the Vendor' Title and the Purchaser shall not make any requisition or claim any compensation for any failure to comply with any such laws or otherwise in relation to the state of the improvements on the Land.

18.3 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

19. Statement of adjustments

19.1 If the property sold pursuant to this contract is not separately rated, levied, assessed or charged (rated) in respect of any rates, taxes, assessments, insurance premiums or other outgoings (apportionable outgoings) then (subject to any special conditions relating to land adjustment) the amount of the apportionable outgoings to be paid borne and apportioned at settlement shall be that proportion of the amount rated against the parcel as a whole as is equal to the proportion which the lot liability of such property bears to the total liability of all lots contained in the rated parcel.

19.2 No monies shall be withheld from the vendor at settlement from the price payable under this contract on account of any outgoings which are unpaid at settlement. The vendor undertakes to pay such outgoings by the date on which they are due.

19.3 The Purchaser agrees to provide a copy of all property certificates obtained by them to complete any adjustments. At the time that the Purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the Purchasers' representative in order to verify the information allowed for in such adjustments. These certificates will be provided to the vendors' representative at the time of submission of the adjustments. The vendor will not be obliged to provide cheque details until this condition has been complied with. The Purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the Purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

19.4 General Condition 23 does not apply to any amounts under section 10G and section 10H of the Sale of Land Act 1962.

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 purchase’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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

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

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor’s business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold 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 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) payments 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 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 purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment 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 lodgment 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 special 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 vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment paid and received as appropriate.

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

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

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

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

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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 authorised 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 that does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "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 monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the 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 HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. 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 moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue 10 remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals
this day of 20 .

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

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

Sale of land (Public Auctions) Regulations 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Sch. 5

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

DATED 2025

ACTON INVESTMENT 238 PTY LTD

VENDORS STATEMENT

Property: **9A Catherine Avenue, Mount Waverley VIC 3149 (Lot 2 on proposed plan of subdivision PS921843L being part of 5 Acton Street, Mount Waverley VIC 3149)**

Seek Conveyancing
PO Box 571
Glen Waverley VIC 3150

Tel: 0422 790 766
Email: info@seekconvey.com.au

Ref: SC:24133

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	9A Catherine Avenue, Mount Waverley VIC 3149 (Lot 2 on proposed plan of subdivision PS921843L being part of 5 Acton Street, Mount Waverley VIC 3149)	
Vendor's name	Acton Investment 238 Pty Ltd	**Date** / /
Vendor's signature		

Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed: $6,000.00

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(b) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 100 OR ☐ Not Applicable
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not Applicable

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

The required specified information is as follows:

Name of planning scheme	MONASH PLANNING SCHEME
Name of responsible authority	MONASH CITY COUNCIL
Zoning of the land	NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)
Name of planning overlay	NONE

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

If any as contained in the attached certificates and searches.

4.3. **Compulsory Acquisition**

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

If any as contained in the attached certificates and searches.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Corporations Act 2006.

Not Applicable. 2-lot subdivision exemption applies.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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

VOLUME 08273 FOLIO 121

Security no : 124123876982K
Produced 23/04/2025 02:49 PM

LAND DESCRIPTION

Lot 48 on Plan of Subdivision 043579.
PARENT TITLE Volume 08257 Folio 329
Created by instrument A751852 05/06/1959

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ACTON INVESTMENT 238 PTY LTD of UNIT 406 39 KINGSWAY GLEN WAVERLEY VIC 3150
AX191620B 25/08/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX191621Y 25/08/2023
BRIGHTEN HOME LOANS PTY LTD

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

DIAGRAM LOCATION

SEE LP043579 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: 5 ACTON STREET MOUNT WAVERLEY VIC 3149

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 25/08/2023

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**LP043579**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**23/04/2025 14:49**

PLAN OF SUBDIVISION

PART OF CROWN PORTION 31
PARISH OF MULGRAVE
COUNTY OF BOURKE

APPROPRIATIONS

THE LAND COLOURED BLUE AND GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE EXCEPT WHERE OTHERWISE SHOWN

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

LP 43579

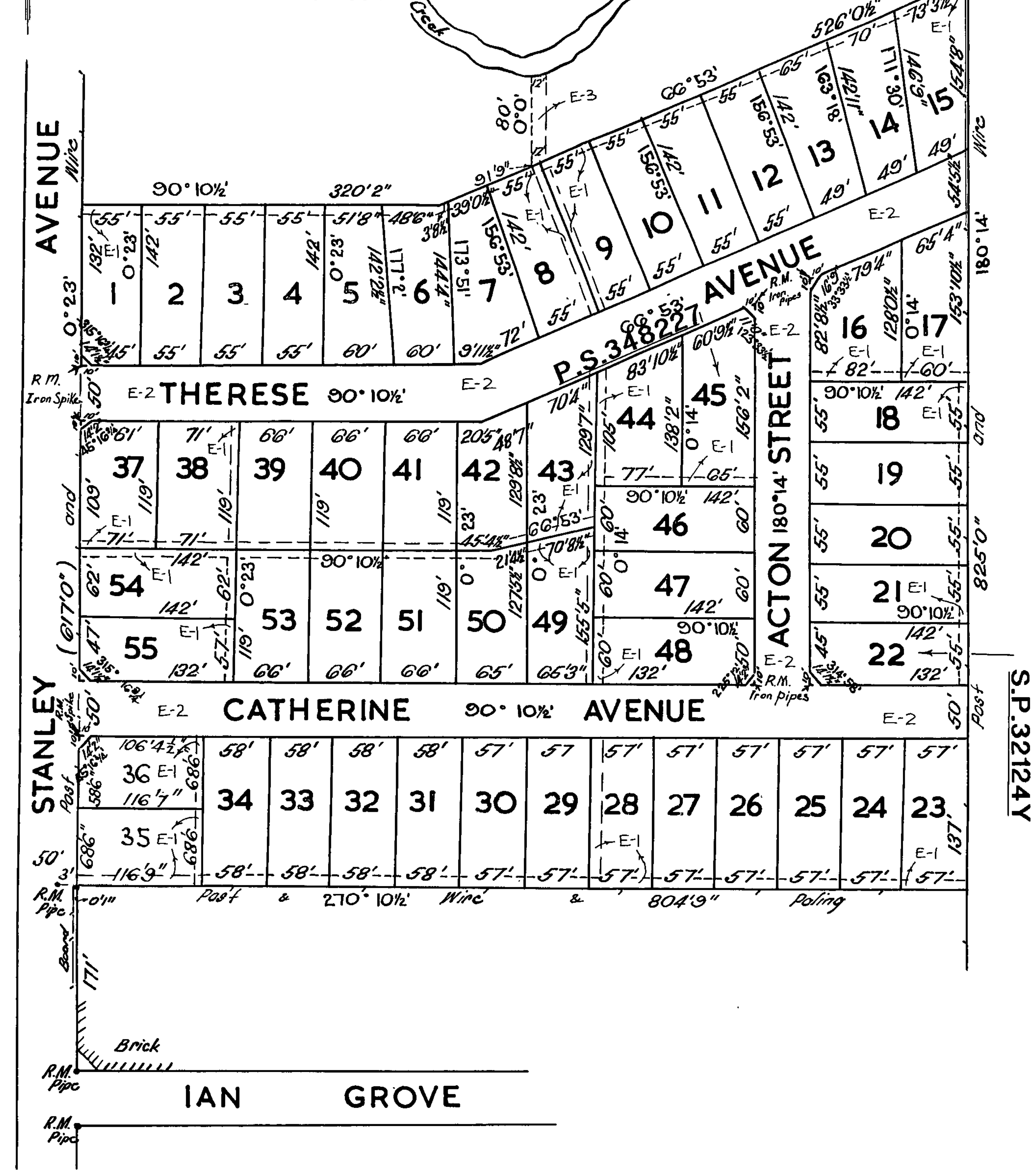
EDITION 1
PLAN MAY BE LODGED 10/9/58

COLOUR CODE

E-1 = BLUE
E-2 = BROWN
E-3 = GREEN

Measurements are in Feet & Inches
Conversion Factor
FEET x 0.3048 = METRES

VOL.5314 FOL.604



PLAN OF SUBDIVISION

EDITION 1

PS 921843 L

LOCATION OF LAND

PARISH: Mulgrave
TOWNSHIP: ---
SECTION: ---
CROWN ALLOTMENT: ---
CROWN PORTION: 31(Pt)
TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: Lot 48 on LP 43579
POSTAL ADDRESS: 5 Acton Street, Mount Waverley 3149
(at time of subdivision)

MGA CO-ORDINATES: (of approx centre of land in plan)	E: 334 340	ZONE: 55
	N: 5 804 290	GDA 2020

Council Name: Monash City Council

EXPLANATORY NOTE:
WARNING: This plan is unregistered.
Alterations may be required by Council and the Registrar of Titles prior to Registration, Nobelius Land Surveyors accepts no responsibility whatsoever for any loss or damage suffered.

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s).
In Proclaimed Survey Area No. ---

NOTATIONS

Building Boundaries are defined by thick continuous lines

Location of Boundaries defined by Buildings
Exterior : All Boundaries

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to all of the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage and Sewerage	1.83	LP 43579	All Lots on LP 43579

NOBELIUS LAND SURVEYORS
P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

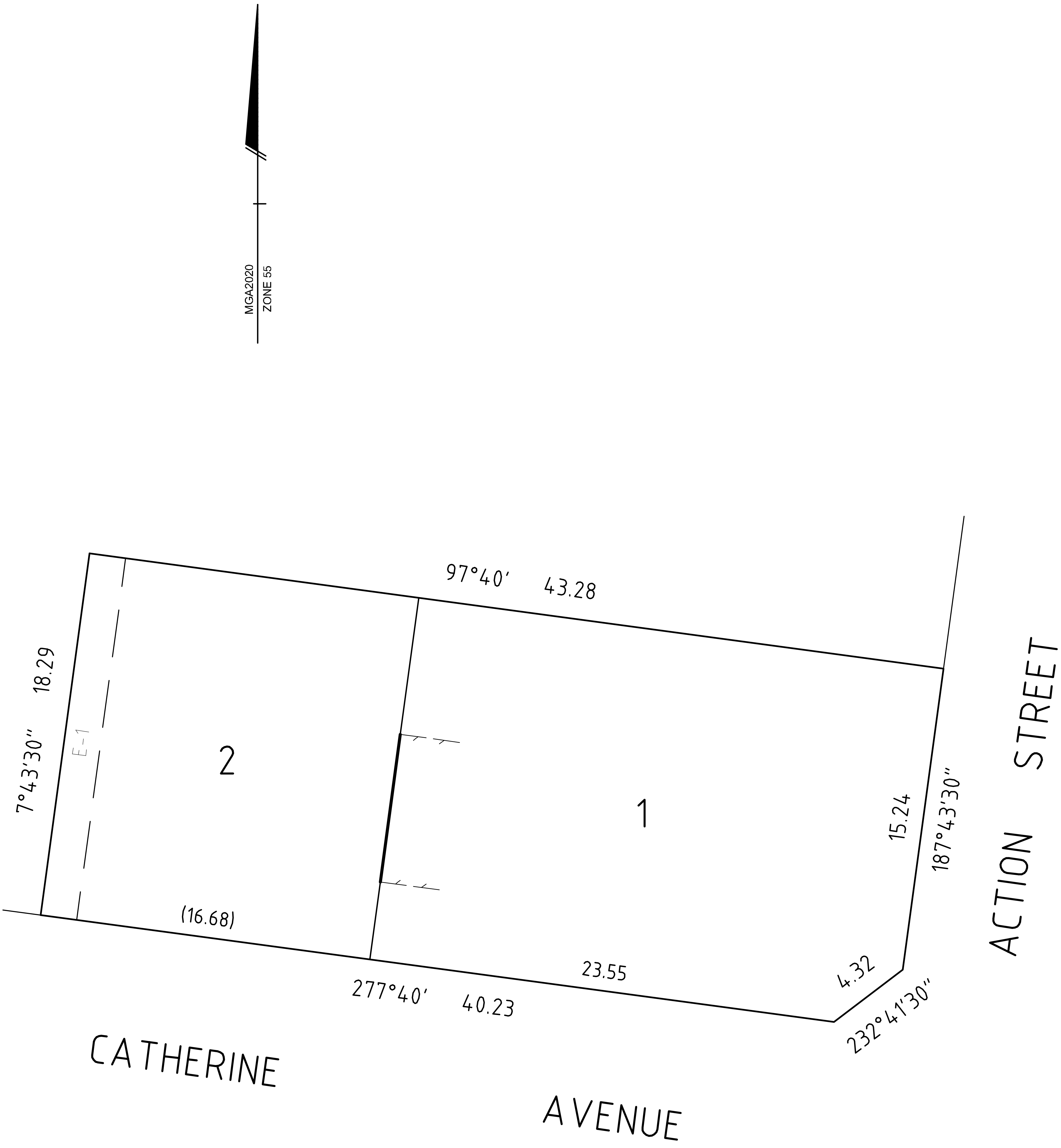
SURVEYORS FILE REF: 15537

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

LICENSED SURVEYOR: T. D. WALKER
VERSION 1

PS 921843 L



WARNING: This plan is unregistered.
See Sheet 1 for Explanatory Note

NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	LICENSED SURVEYOR: T. D. WALKER VERSION 1			

2024/2025
RATE & VALUATION NOTICE

Rates, Charges and Levies
For the period 1 July 2024 to 30 June 2025

CITY OF MONASH

Phone: (03) 9518 3555
Email: mail@monash.vic.gov.au
ABN: 23 118 071 457

027-3150 (16159)

Acton Investment 238 Pty Ltd
[redacted]

ASSESSMENT NO:	1000033
Notice Issue Date	11-Jul-24
Date Rates Declared	28-May-24
Capital Improved Value (CIV)	$1,430,000
Site Value	$1,430,000
Net Annual Value	$71,500

PROPERTY DETAILS

5 Acton Street
MOUNT WAVERLEY VIC 3149
Lot 48 LP 43579 Parish of Mulgrave
Fire Services Levy Classification - Residential
Land Use - 100 Vacant Residential Home Site/Surveyed Lot

DETAILS OF RATES, CHARGES AND LEVIES

Arrears/Balance B/Fwd 01-Jul-2024	$0.00
Residential Rate (Rate on CIV .00136678)	$1,954.45
Fire Services Levy (Rate on CIV .000087 + $132.00)	$256.40
Recycling & Waste Levy	$52.00
Credit/Payment/s	-$61.55
AMOUNT PAYABLE	**$2,201.30**

Payments received by Council after 30 June 2024 have not been included in the above amount payable.

STATE GOVERNMENT REQUIREMENT - FOR INFORMATION ONLY

Differential Rates – A comparison of rates that would apply, if your property is Rateable and under a different rating category:
Residential Rate (Rate on CIV .00136678) $1,954.45
Non-Residential Rate (Rate on CIV .00142607) $2,039.25

Payment in Full by
17-Feb-25 $2,201.30

- Reminder notices will not be issued.

or

Payment of Four Instalments by

30-Sep-24	$506.30	28-Feb-25	$565.00
02-Dec-24	$565.00	02-Jun-25	$565.00

- To qualify you must make payment by 30-Sep-24.
- Arrears if any are included in the first payment.
- Reminder notices will be issued for the remaining instalments (except those paying by direct debit).

or

Payment of Ten Instalments by

02-Sep-24	$167.30	03-Feb-25	$226.00
01-Oct-24	$226.00	03-Mar-25	$226.00
01-Nov-24	$226.00	01-Apr-25	$226.00
02-Dec-24	$226.00	01-May-25	$226.00
02-Jan-25	$226.00	02-Jun-25	$226.00

- To qualify you must make payment by 02-Sep-24.
- Arrears if any are included in the first payment.
- A single notice for the remaining nine instalments will be issued after the first qualifying payment has been made by 02-Sep-24 (except those paying by direct debit).

ELECTRONIC NOTICES AND PAYMENT PLANS: For full details, see overleaf.

PENALTY INTEREST: Arrears and late payments will be charged interest. For more information, see overleaf.

Post Billpay
Billpay Code: 0547
Ref. 1000 033

By phone: 13 18 16 CREDIT CARD
In person: at any Post Office
Via internet: monash.vic.gov.au/payments

BPAY
Biller Code: 1826
Ref. 0001000033

BPAY® this payment via Internet or phone banking
BPAY View® – View and pay this bill using internet banking
BPAY View Registration No. 0001000033

Online
Pay by Visa, MasterCard or Amex on Council's website

In Full $2,201.30
Pay by 17-Feb-25

Four Instals $506.30
Pay by 30-Sep-24

Ten Instals $167.30
Pay by 02-Sep-24

RATING YEAR

Rates, charges and levies are for the period 1 July 2024 to 30 June 2025

If you have any questions about your rates, call our team on (03) 9518 3555 or monash.vic.gov.au/rates

PAYMENT OPTIONS

Payment Options	In Full	Four (4) Instalments	Ten (10) Instalments
Arrears from Previous Year	Arrears payable 30 September 2024	Arrears included in 1st instalment	Arrears included in 1st instalment
Must Pay by	17 February 2025	1st instalment 30 September 2024	1st instalment 2 September 2024
Direct Debit Apply By	16 February 2025	29 September 2024	1 September 2024
Reminder Notices	Not Issued	Issued approximately one month before (excluding Direct Debit)	Single notice for remaining instalments will be issued after 2 September 2024

ELECTRONIC NOTICES

For your convenience, notices can be delivered via your Internet Banking by registering with BPAY View or with Council using EzyBill, go to: **monash.vic.gov.au/ezybill** These services provide email and SMS notification when a rate notice has been issued.

Visit **monash.vic.gov.au/payments** to arrange direct debit payment. A $20 fee will apply for unsuccessful debits.

IMPORTANT: ***If paying by Instalment plan and your first payment is paid late you will NOT qualify for instalments and reminder notices will not be issued.*** Your payment will be recorded as a part payment only and the balance of rates, charges and levies will be due in full by 17 February 2025.

COMPLIANCE WITH RATES CAP

Council complies with the Victorian Government's rates cap of 2.75 per cent for 2024/25. This applies to the average annual increase of rates and charges. Percentage points may increase or decrease depending on:

i. the valuation of your property relative to the valuation of other properties in the municipal district as at 1 January 2024
ii. the application of any differential rate by Council
iii. the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Visit **monash.vic.gov.au/rates** or see the explainer information that came with your rates notice to learn more.

APPEALING YOUR RATES AND CHARGES

If you disagree with the rate or charge levied, you may lodge an appeal with the County Court within 60 days of the notice issue date on the front of this rate and valuation notice. You should also advise Council of your appeal during this same 60 days.

All appeals must be in the prescribed forms available directly from the County Court and the grounds of appeal and procedure are set out in Section 184 of the Local Government Act 1989. You should consider obtaining legal advice before appealing to the Court.

The Fire Services Property Levy and related Land Classification for that purpose are not subject to any appeal.

RECYCLING AND WASTE LEVY

A $52 levy is applied to each rateable property in Monash to meet increasing costs in the recycling industry and Victorian Government's landfill levy. Eligible pensioners receive a full rebate of this levy.

FIRE SERVICES PROPERTY LEVY

Council collects the Fire Services Property Levy on behalf of the Victorian Government. This levy supports state emergency services. Eligible pensioners receive a $50 rebate towards this levy.

VALUATION OF YOUR PROPERTY

Revaluations of properties are performed each year by the Victorian Government through the Valuer-General Victoria.

Your rates are based on the Capital Improved Value (CIV) of your property – this is the total market value of the land, plus any buildings and improvements. Your 2024/25 rates are based on the valuation from 1 January 2024.

Sections 16-18 of the Valuation of Land Act 1960 allow you to object to your valuation within two months of the notice issue date on the front of this rate and valuation notice. To do this, visit **ratingvaluationobjections.vic.gov.au** to complete the process online or **land.vic.gov.au/valuations** to get copies of the objection forms.

OTHER AUTHORITIES

Your valuation issued by the Valuer-General Victoria may also be used by other government organisations or authorities for the purpose of rates or taxes. This includes the State Revenue Office when assessing land tax. Councils do not issue land tax, visit **sro.vic.gov.au** for more information from the Victorian Government.

DIFFERENTIAL RATING

Monash Council has two different rating categories for properties:

1. Residential 2. Non-residential

Your classification is allocated by the Victorian Government's Valuer-General Victoria as determined by the Australian Valuation Property Classification Code. Visit **monash.vic.gov.au/rates** for more information.

If you disagree with your classification category, Section 183 of the Local Government Act 1989 entitles you to appeal to the Victorian Civil and Administrative Tribunal for a review within 60 days of the notice issue date on the front of this rate and valuation notice. You can do this via **vcat.vic.gov.au** and searching 'Differential rating'.

PAYMENT DIFFICULTIES, PAYMENT PLANS, INTEREST CHARGES AND OVERDUE ACCOUNTS

For information on how to apply for the below options, go to **monash.vic.gov.au/rates**.

Payment difficulties

If you are in severe financial hardship, you can apply to Council for assistance relating to any unpaid rates or charges under Council's Financial Hardship Policy. Visit **monash.vic.gov.au/rates** to see how to do this and make an application.

Payment plans

If your rates are in arrears, you can request a payment plan for alternative repayment options. To make a request, call Maddocks Recoveries on (03) 9258 3847. A payment plan and monitoring fee may apply.

Interest charges and overdue accounts

Interest is charged on the basis that all rates accounts are being paid in four instalments. Interest is calculated and charged retrospectively from the date which missed instalments were due and continues to be charged until an account is paid in full. Interest is charged in accordance with Section 172 of the *Local Government Act 1989*.

Any rates payment overdue and outstanding may be referred to debt recovery agents or solicitors and will be subject to additional costs associated with this recovery process.

PENSION REBATES

Council rebates

People with a Pensioner Concession Card and/or a DVA Gold Card with War Widow or TPI entitlements are eligible for a concession on your Rates and Fire Services Property Levy on your **principal place of residence** (only). Visit **monash.vic.gov.au/rates** or call (03) 9518 3555 to apply for this rebate. If you have previously received the rebate, you do not need to apply again – it will be applied to your rates.

Rebate amounts for 2024/25

- Victorian Government Fire Services Levy rebate: $50
- Council rates rebate: $102 ($50 for rates and $52 for recycling & waste levy)

Victorian Government concessions

Holders of Health Care or Seniors Cards are not eligible for a Council rebate but may be eligible for other concessions from the Victorian Government available to low-income Victorians. Visit **services.dffh.vic.gov.au/concessions-and-benefits** or call 1300 475 170 to learn more.

CHANGE OF ADDRESS OR OWNERSHIP

Council must be informed of any change of address or ownership in writing.

Visit **monash.vic.gov.au/changing-your-details** to complete and submit a Change of Address form or Acquisition Notice, or call (03) 9518 3555 to speak with our customer experience team. This must be completed and submitted within one month of the transfer of property, or financial penalties may apply. If you are moving properties and have engaged a conveyancer, confirm with them that this has been, or will be, completed and submitted.

YOUR INFORMATION

Personal information on this notice has been collected by Monash Council in accordance with its legislative functions under the Local Government Acts. Your information will be used to fulfill these statutory functions and will not be disclosed other than by law, a reasonable secondary purpose or with your permission. For more information see **monash.vic.gov.au/privacy**

PAYMENT METHODS

BPAY	VIA AUSTRALIA POST	VIA COUNCIL
Via your Bank's website Refer to front of notice next to	**Online** Refer to front of notice next to	**monash.vic.gov.au/payments** **Mail**

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	02 8858 7415
Invoice number	0285 5688 63505
Issue date	16 Apr 2025
Property address	5 ACTON ST MOUNT WAVERLEY
Property reference	1281897, LP 43579

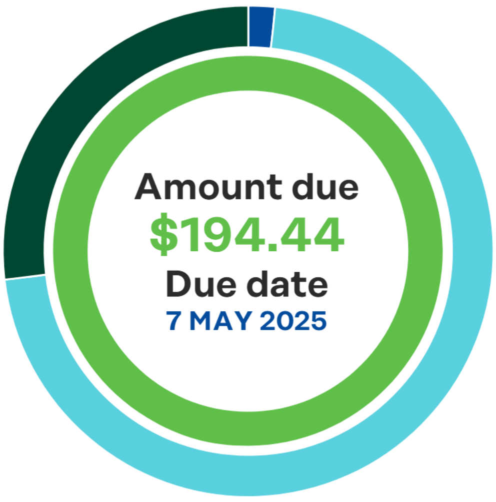
Tax Invoice Yarra Valley Water ABN 93 066 902 501

ACTON INVESTMENT 238 PTY LTD

Summary

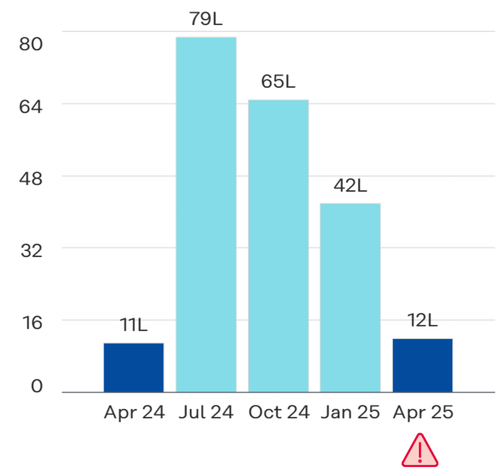
Previous bill	**$202.65**
Payment received thank you	-$202.65
Balance carried forward	**$0.00**
This bill	
Usage charges	$3.43
Service charges	
Water supply system	$20.64
Sewerage system	$118.19
Other authority charges	
Waterways and drainage	$30.44
Parks	$21.74
Total this bill (GST does not apply)	**$194.44**
Total balance	**$194.44**

Your water usage has been estimated.
Please read your meter and submit the reading at **yvw.com.au/meter** or call us on **1300 304 688,** we'll then send a new bill.



Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

Estimated read

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill	Last year
$1.56	**$1.50**

*3042 028556886350 5

Yarra Valley Water

How to pay

Direct debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **288584425**

BPAY®
Biller code: **344366**
Ref: **028 8587 4150**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **0285 5688 63505**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

ACTON INVESTMENT 238 PTY LTD

Account number	02 8858 7415
Invoice number	0285 5688 63505
Total due	**$194.44**
Due date	**7 May 2025**
Amount paid	$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF141761	2,461kL* -	2,460kL =	1kL
From 6 Jan 2025 - 2 Apr 2025			(86 days)

Water and sewer usage charge	Usage	Price $/kL	Amount
STEP 1 (0-440 litres per day)	1.000kL x	$3.4342 =	$3.43
Total	**1.000kL**		**$3.43**
Total usage charges			**$3.43**

* This meter reading has been estimated.

Your charges explained

→ **Water and sewer usage charge**
6 January 2025 - 2 April 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

→ **Water supply system charge**
1 April 2025 - 30 June 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ **Sewerage system charge**
1 April 2025 - 30 June 2025
A fixed cost for running, maintaining, and repairing the sewerage system.

→ **Other authority charges**
Waterways and drainage charge
1 April 2025 - 30 June 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

→ **Parks charge**
1 April 2025 - 30 June 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

J148889

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688	**For language assistance**	
Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
enquiry@yvw.com.au		廣東話	1300 921 362
yvw.com.au		Ελληνικά	1300 931 364
TTY Voice Calls	133 677	普通话	1300 927 363
Speak and Listen	1300 555 727	For all other languages call our translation service on **03 9046 4173**	

Next meter reading:

Between 2-9 Jul 2025

Register your concession*

Save up to 50% on your water and sewer charges.

yvw.com.au/concessions
1300 441 248

*Health Care, Pension or DVA health card holders

Your quarterly bill

Yarra Valley Water

684574-001 003438(6875) D027

ACTON INVESTMENT 238 PTY LTD

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	19 6980 0044
Invoice number	1960 0821 40588
Issue date	3 Apr 2025
Property address	9A CATHERINE AVE MOUNT WAVERLEY
Property reference	5305016, PS 921843

Tax Invoice Yarra Valley Water ABN 93 066 902 501

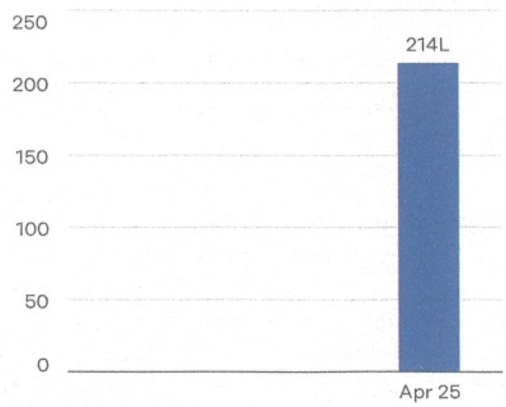
Summary

Previous bill	**$0.00**
Payment received	$0.00
Balance carried forward	**$0.00**
This bill	
Usage charges	$51.51
Total this bill (GST does not apply)	**$51.51**
Total balance	**$51.51**

Usage charges

Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill	Last year
$0.74	**N/A**

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD157715	15kL -	0kL =	15kL
From 23 Jan 2025 - 2 Apr 2025			(69 days)

Water and sewer usage charge	Usage	Price $/kL	Amount
STEP 1 (0-440 litres per day)	15.000kL x	$3.4342 =	$51.51
Total	**15.000kL**		**$51.51**
Total usage charges			**$51.51**

Your charges explained

→ **Water and sewer usage charge**

23 January 2025 - 2 April 2025

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

J148148

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688	
Faults and Emergencies	13 27 62 (24hr)	
enquiry@yvw.com.au		
yvw.com.au		
TTY Voice Calls	133 677	
Speak and Listen	1300 555 727	

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 2-9 Jul 2025

Register your concession*

Save up to 50% on your water and sewer charges.

yvw.com.au/concessions

1300 441 248

*Health Care, Pension or DVA health card holders

Yarra Valley Water

How to pay

*3042 196008214058 8

Direct debit

Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **196963461**

BPAY®

Biller code: **344366**
Ref: **196 9800 0440**

Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**

Biller code: **3042**
Ref: **1960 0821 40588**

Credit Card

Online: **yvw.com.au/paying**
Phone: **1300 362 332**

ACTON INVESTMENT 238 PTY LTD

Account number	19 6980 0044
Invoice number	1960 0821 40588
Total due	**$51.51**
Due date	**24 Apr 2025**
Amount paid	$

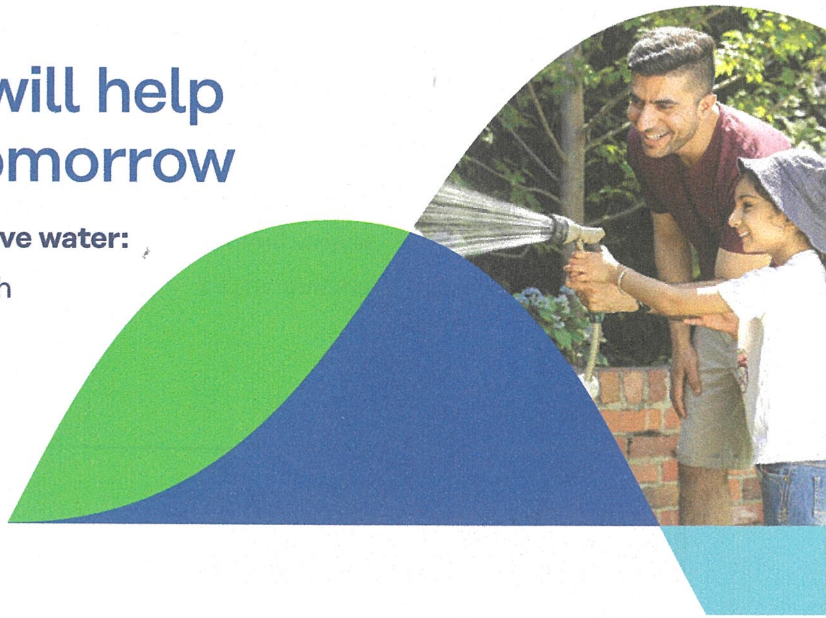
Saving water today will help make a difference tomorrow

With a few simple changes, you can help save water:

- turn the tap off when you brush your teeth
- keep showers short
- use a trigger nozzle on your hose.

For more water-saving tips, visit:

yvw.com.au/savingwater



Property Clearance Certificate
Land Tax

INFOTRACK / SEEK CONVEYANCING

Your Reference:	SC:25156
Certificate No:	89647069
Issue Date:	23 APR 2025
Enquiries:	ESYSPROD

Land Address: 5 ACTON STREET MOUNT WAVERLEY VIC 3149

Land Id	Lot	Plan	Volume	Folio	Tax Payable
8707789	48	43579	8273	121	$8,520.00

Vendor: ACTON INVESTMENT 238 PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ACTON INVESTMENT 238 PTY LTD	2025	$1,430,000	$8,520.00	$0.00	$8,520.00

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

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,430,000
SITE VALUE (SV):	$1,430,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$8,520.00**

Notes to Certificate - Land Tax

Certificate No: 89647069

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 = $8,520.00

Taxable Value = $1,430,000

Calculated as $4,650 plus ($1,430,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $14,300.00

Taxable Value = $1,430,000

Calculated as $1,430,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 89647069

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 89647069

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / SEEK CONVEYANCING

Your Reference:	SC:25156
Certificate No:	89647069
Issue Date:	23 APR 2025
Enquires:	ESYSPROD

Land Address: 5 ACTON STREET MOUNT WAVERLEY VIC 3149

Land Id	Lot	Plan	Volume	Folio	Tax Payable
8707789	48	43579	8273	121	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,430,000
SITE VALUE:	$1,430,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89647069

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / SEEK CONVEYANCING

Your Reference:	SC:25156
Certificate No:	89647069
Issue Date:	23 APR 2025

Land Address: 5 ACTON STREET MOUNT WAVERLEY VIC 3149

Lot	Plan	Volume	Folio
48	43579	8273	121

Vendor: ACTON INVESTMENT 238 PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

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

Notes to Certificate - Windfall Gains Tax

Certificate No: 89647069

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 89647069

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 89647069

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

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

CITY OF MONASH

Property Information Certificate

Regulation 51(1)

Your Ref: **76558825-014-7:58434**
Our Ref: CERT1 No. **83308**

23-Apr-2025

PROPERTY: 5 Acton Street MOUNT WAVERLEY VIC 3149

Thank you for your request for property information relating to the above property address.

Building Permit Details:
Building Permits, Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:

Application Number	Permit Date	Application Status	Issued By:
S30/9360	31-Oct-2023	Building Permit Issued - Signed & Posted	Jim Menelaou Mitroklis BS-U 38261
Application Description: Demolition of an Existing Dwelling and Associated Outbuildings Building Permit No: 8111659347868 Ref No: 202300439			
Occupancy Permit Date:			
Certificate of Final Inspection Date:			

Application Number	Permit Date	Application Status	Issued By:
S73/5487		OP / CFI Issued - Filed	Jim Menelaou Mitroklis BS-U 38261
Application Description: Demolition of an Existing Dwelling and Associated Outbuildings Building Permit No: 8111659347868 Ref No: 202300439			
Occupancy Permit Date:			
Certificate of Final Inspection Date:	15-Jan-2024		

Application Number	Permit Date	Application Status	Issued By:
S30/10777	15-May-2024	Building Permit Issued - Signed & Posted	Jim Menelaou Mitroklis BS-U 38261
Application Description: Proposed Construction of Two New Double Storey Dwellings, Associated Garages and Decking and Front Fence Building Permit No: 7686493164670			
Occupancy Permit Date:			
Certificate of Final Inspection Date:			

Application Number	Permit Date	Application Status	Issued By:
S73/7900		OP / CFI Issued - Filed	Jim Menelaou Mitroklis BS-U 38261
Application Description: Proposed Construction of Two New Double Storey Dwellings, Associated Garages and Decking and Front Fence Building Permit No: 7686493164670			
Occupancy Permit Date:		18-Mar-2025	
Certificate of Final Inspection Date:			

Notices/Orders:
There are no current Notices or Orders issued by Council under the Building Act or Building Regulations.

There are no current Notices or Orders issued by a private surveyor under the Building Act or Building Regulations, of which Council is aware.

Smoke Detectors:
All dwellings/units are required to be fitted with self-contained smoke alarms in accordance with Regulation 145 of the Building Regulations 2018.

Swimming Pools & Spas:
The property owner is responsible for providing and maintaining pool/spa barriers in accordance with the Building Regulations 2018. Your pool can be inspected and a Certificate of Compliance issued on request – a fee is applicable. Swimming pools/spas that don't comply may incur a fine and/or a Building Notice.

Part 5 – Siting
Part 5 of the Building Regulations 2018 applies to the construction of a Class 1 or 10 building on this allotment. Scheduled variations to Regulations 74, 75, 76, 77, 79, 80, 86 and 89 apply within the City of Monash.

City Planning Support Team

BUILDING SURVEYORS AND CONSULTANTS
Liability limited by a scheme approved under Professional Standards Legislation

A PO Box 23,
Clarinda VIC 3169
P (03) 8555 9831
E admin@icheckbs.com.au
W www.icheckbs.com.au

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 7686493164670
ISSUED 15 May 2024

Issued to

Owner	**Acton Investment 238 Pty Ltd**	
ACN / ARBN	**14 667 629 487**	
Postal Address	[redacted]	Postcode **3150**
Email		
Address for serving or giving of documents:		Postcode **3150**
Contact Person	**Harry Zhang**	Telephone [redacted]

Property Details

Number **5**	Street/Road **Acton Street**	Suburb **Mount Waverley**	Postcode **3149**
Lot/s **48**	LP/PS **043579**	Volume **08273**	Folio **121**
Crown allotment **-**	Section **-**	Parish **Mulgrave**	County **Bourke**
Municipal District **City of Monash**			

Builder

Name	**Westurban Construction Pty Ltd**	Telephone **0431 377 633**
Address	**411-415 Ferntree Gully Road Mount Waverley**	Postcode: **3149**
Building practitioner registration no:	**CDB-U 53108**	ACN/ARBN: **149 046 284**

This builder is specified under section 24B (4) of the **Building Act 1993** for the building work to be carried out under this permit

Natural Person for service of directions, notices and orders

Name	**Samirali Momin**	Telephone **0431 377 633**
Postal address	**411-415 Ferntree Gully Road Mount Waverley**	Postcode **3149**

Details of Building Practitioners and Architects engaged to prepare documents for this permit

Name	Category/class	Registration Number
Joshua Wei Ren Tan	**Civil Engineer**	**PE0008446**
Samirali Momin	**Domestic Builder - Unlimited**	**CDB-U 53108**
Wei Ma	**Building Design (Architectural)**	**DP-AD 44103**

Details of Domestic Building Work Insurance
Name of Builder: **Westurban Construction Pty Ltd**
The issuer or provider of the required insurance policy is: **VMIA**
Insurance policy number : **C877829,C877830**
Insurance policy date : **06 May 2024**
Insurance police cover : **$1,615,350.00**

Details of Relevant Planning Permit
Planning Permit No: **TPA/53517** Date of grant of Planning Permit: **21 July 2022**

Nature of Building Work
Proposed Construction of Two New Double Storey Dwellings, Associated Garages and Decking and Front Fence
Storeys contained: **2**
Does the building work relate to a small second dwelling? **No**
Version of BCA applicable to permit: **BCA 2019 Volume 2 Amendment 1**
Stage of Building Work Permitted: **All**
Cost of Building Work: **$1,615,350.00**
Total floor area of new building work in m2: **630m2**

Building classification
Part of Building: **Dwelling and deck** BCA Classification: **1a(a)**
Part of Building: **Garage** BCA Classification: **10a**
Part of Building: **Front Fence** BCA Classification: **10b**

Performance Solution
A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	**Details of performance solution**
P2.1.1, P2.2.2	BCA Volume 2 clause 3.5.4 – To allow NRG Greenboard polystyrene cladding in lieu of a deemed to satisfy cladding system
P2.3.1	BCA Volume 2 clause 3.7.2 - To permit Unit 2 Eastern toilet window occur within 1200mm of another building on the same allotment and unit 2 Eastern eaves within 900mm of another building on the same allotment, yet greater than 900mm from the future allotment boundary.

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory notification stages are:
Inspection of Bored Piers
Inspection of Stump Holes (decks)
Inspection of strip and pad footing (Front Fence)
Inspection of Pad Footings and pre slab
Inspection of Slab Steel
Inspection of Framework
Inspection of Occupancy Permit

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by **15 May 2025**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **15 May 2026**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions
This permit is subject to the following conditions
i. Refer to appendix "A"

Relevant Building Surveyor

Name: **Mitroklis Jim Menelaou**
Address: **Unit 20, 536 Clayton Road, Clayton South Vic 3169**
Email: **admin@icheckbs.com.au**
Building practitioner registration no.: **BS-U 38261**
Municipal district: **City of Monash**
Permit no.:**7686493164670**
Permit Date: **15 May 2024**

Signature: 

Appendix "A"
Conditions of Approval
Building Permit No.7686493164670

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to an Occupancy Permit being issued:

1. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by the adjoining owner)
2. As per Building Regulation 130 and Section 148 of the Water Act 1989, it is the building owner/s and the builders responsibility to maintain the required clearance to any service authority asset/s situated in or around the subject site;
3. A copy of posi-strut floor joist manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for
4. A copy of roof truss manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for
5. This building permit does not include any pest or quality of workmanship inspections. The owner must ensure he/she engages a professional pest control inspection and or quality control inspection of the building/dwelling and associated buildings on the site prior to works commencing and after works are complete if the owner/s desire to do so. All dwellings must have a pest infestation inspection and or report carried out whether or not the land is in an area liable to termite infestation identified by the relevant municipal council. Inspections carried out by this office are only relevant to the mandatory inspections required by the building act 1993 and building regulations

BUILDING SURVEYORS AND CONSULTANTS
Liability limited by a scheme approved under Professional Standards Legislation
A PO Box 23, Clarinda VIC 3169
P (03) 8555 9831
E admin@icheckbs.com.au
W www.icheckbs.com.au

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT
Certificate No: 7686493164670
Date of Issue: 18/03/2025

This occupancy permit must be displayed in the following approved location: Not Applicable

Property Details

Number	**1-2/5**	Street/Road	**Acton Street**	Suburb	**Mount Waverley**	Postcode	**3149**
Lot/s	**48**	LP/PS	**043579**	Volume	**08273**	Folio	**121**
Crown Allotment	**-**	Section	**-**	Parish	**Mulgrave**	County	**Bourke**
Municipal District	**City of Monash**						

Building permit details

Building permit number	**7686493164670**
Version of BCA applicable to building permit	**BCA 2019 Volume 2 Amendment 1**

Building Details:
Description of Building Works: Proposed Construction of Two New Double Storey Dwellings, Associated Garages and Decking and Front Fence

Building to which permit applies:	**Permitted Use**	**Maximum permissible floor live load:**	**Maximum number of people to be accommodated:**	**BCA Class of Building**
Dwelling and Deck – Unit 1 & 2	Residential	1.5 kPa	Not Applicable	1a(a)
Garage	Residential	2.5 kPa	Not Applicable	10a
Fence	Residential	Not Applicable	Not Applicable	10b

Effective Height: Not Applicable **Type of Construction:** Not Applicable

Performance solution
A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	**Details of performance solution**
P2.1.1, P2.2.2	BCA Volume 2 clause 3.5.4 – To allow NRG Greenboard polystyrene cladding in lieu of a deemed to satisfy cladding system
P2.3.1	BCA Volume 2 clause 3.7.2 - To permit Unit 2 Eastern toilet window occur within 1200mm of another building on the same allotment and unit 2 Eastern eaves within 900mm of another building on the same allotment, yet greater than 900mm from the future allotment boundary.

Conditions to which this permit is subject

Prior to Occupation of this dwelling the following is conditional:

1. The installation and commissioning of all household appliances prior to occupation.
2. The connection of power to an approved electricity supply authority prior to occupation.
3. The connection of gas to an approved gas supply authority prior to occupation.

Suitability for occupation

At the date this occupancy permit is issued, the whole building to which this permit applies is suitable for occupation.

Inspections:

The mandatory inspection approval dates are listed in appendix (A).

Relevant Building Surveyor

Name:	**Mitroklis Jim Menelaou**
Address:	**Unit 20, 536 Clayton Road, Clayton South Vic 3169**
Email:	**admin@icheckbs.com.au**
Building Practitioners Registration Number:	**BS-U 38261**
Certificate of Final Inspection No:	**7686493164670**
Date of Issue of Certificate of Occupancy Permit:	**18 March 2025**
Date of Final Inspection	**12 March 2025**
Signature:	

Appendix 'A' - Inspections

Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **(7686493164670)** issued on **(15 May 2024)** are as follows:

Approved date	**Inspection**
30/05/2024	Inspection of Bored Piers Unit 1+2 - Partial
03/06/2024	Inspection of Bored Piers - Remainder + Front Fence Footings
04/06/2024	Inspection of Bored Piers Unit 1+2 - Remainder
20/06/2024	Inspection of Blockwork Steel (retaining walls) (Unit 1+2)
03/07/2024	Inspection of Pre Slab (Unit 1+2)
10/07/2024	Inspection of Slab Steel - Unit 1+2 & Garage 1+2
21/08/2024	Inspection of Framework (Unit 2)
13/09/2024	Inspection of Framework (Unit 1)
17/01/2025	Inspection of Stump Holes (decks) - U1+2
06/02/2025	Inspection of Sub Floor (deck) & Blockwork Steel (planter box)
12/03/2025	Inspection of Occupancy Permit

CCM INSURANCE GROUP PTY LTD
1/408 Burwood Road
Hawthorn VIC 3122
ccminsurancegroup.com.au
03 9853 4688

Domestic Building Insurance

Certificate of Insurance

ACTON INVESTMENT 238 PTY LTD

U 406 39 Kingsway
GLEN WAVERLEY
VIC 3150

Policy Number:
C877830

Policy Inception Date:
06/05/2024

Builder Account Number:
005054

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**Unit 2 5 Acton St MOUNT WAVERLEY VIC 3149 Australia**
Carried out by the builder:	**WESTURBAN CONSTRUCTION PTY. LTD.**
Builder ACN:	**149046284**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**ACTON INVESTMENT 238 PTY LTD**
Pursuant to a domestic building contract dated:	**28/06/2023**
For the contract price of:	**$ 581,526.00**
Type of Cover:	**Cover is only provided if WESTURBAN CONSTRUCTION PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate and enter your policy number to check the details on this policy are correct.

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

Issued by Victorian Managed Insurance Authority

Date Generated:06/05/2024
OFFICE USE ONLY: COI-0717-1

CCM INSURANCE GROUP PTY LTD
1/408 Burwood Road
Hawthorn VIC 3122
ccminsurancegroup.com.au
03 9853 4688

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

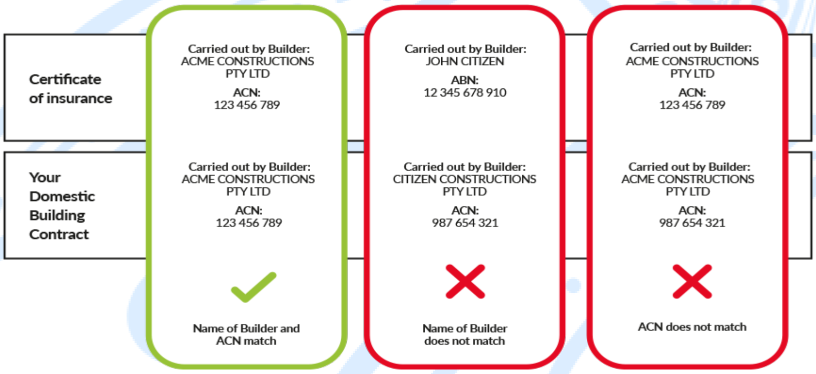
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$2,178.00**
GST:	**$217.80**
Stamp Duty:	**$239.58**
Total:	**$2,635.38**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some examples of what to look for



ROADS PROPERTY CERTIFICATE

The search results are as follows:

Seek Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 745027

NO PROPOSALS. As at the 23th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 ACTON STREET, MOUNT WAVERLEY 3149
CITY OF MONASH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76558196 - 76558196144713 '745027'

PROPERTY REPORT

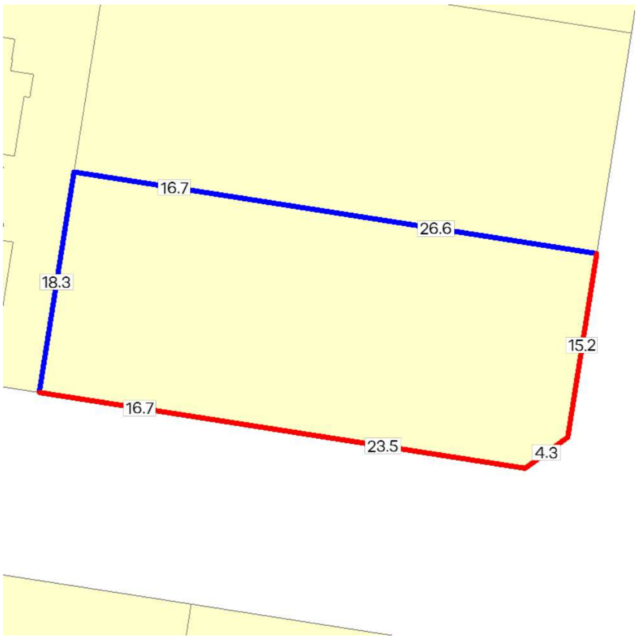
From www.land.vic.gov.au at 30 April 2025 03:16 PM

PROPERTY DETAILS

Address:	**5 ACTON STREET MOUNT WAVERLEY 3149**	
Lot and Plan Number:	**Lot 48 LP43579**	
Standard Parcel Identifier (SPI):	**48\LP43579**	
Local Government Area (Council):	**MONASH**	www.monash.vic.gov.au
Council Property Number:	**176618**	
Directory Reference:	**Melway 70 B6**	

SITE DIMENSIONS

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



Area: 787 sq. m
Perimeter: 121 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**OAKLEIGH**

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

Energy, Environment and Climate Action

Area Map

Selected Property

PLANNING PROPERTY REPORT

PROPERTY DETAILS

Address:	**5 ACTON STREET MOUNT WAVERLEY 3149**	
Lot and Plan Number:	**Lot 48 LP43579**	
Standard Parcel Identifier (SPI):	**48\LP43579**	
Local Government Area (Council):	**MONASH**	www.monash.vic.gov.au
Council Property Number:	**176618**	
Planning Scheme:	**Monash**	Planning Scheme - Monash
Directory Reference:	**Melway 70 B6**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**OAKLEIGH**

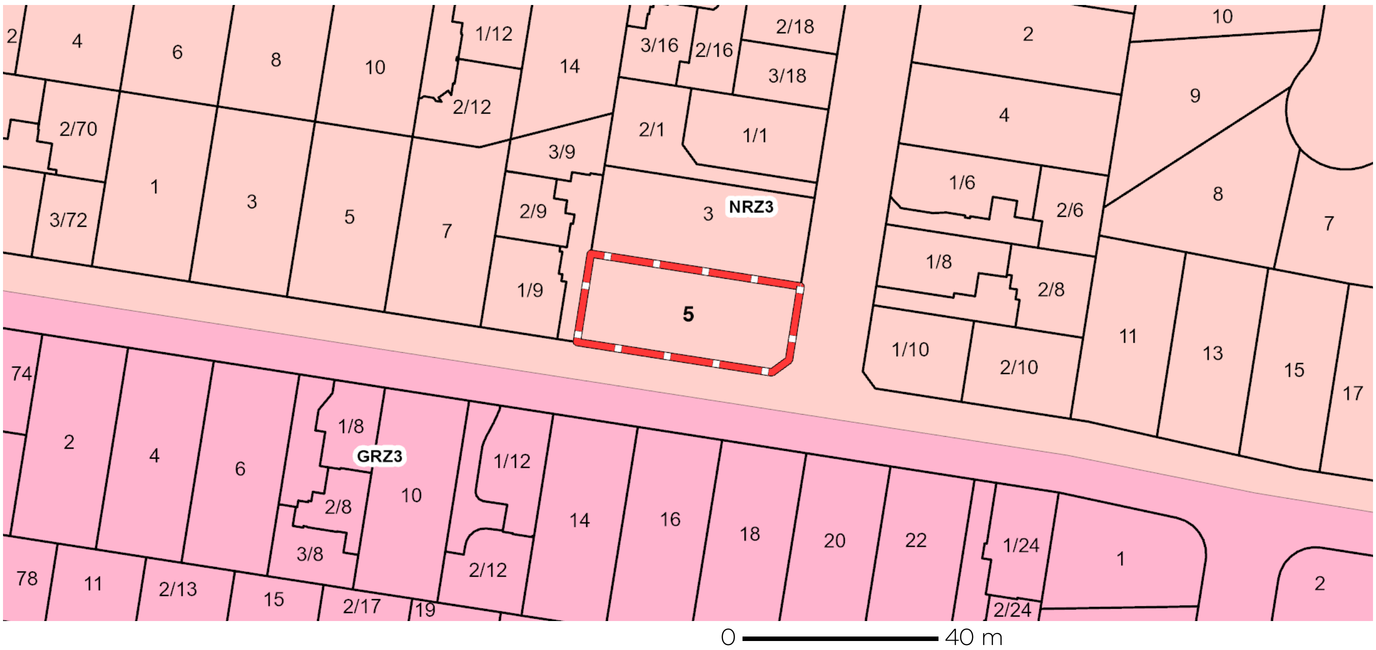
OTHER

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

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)



GRZ - General Residential | **NRZ - Neighbourhood Residential**

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

Planning Overlays

No planning overlay found

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

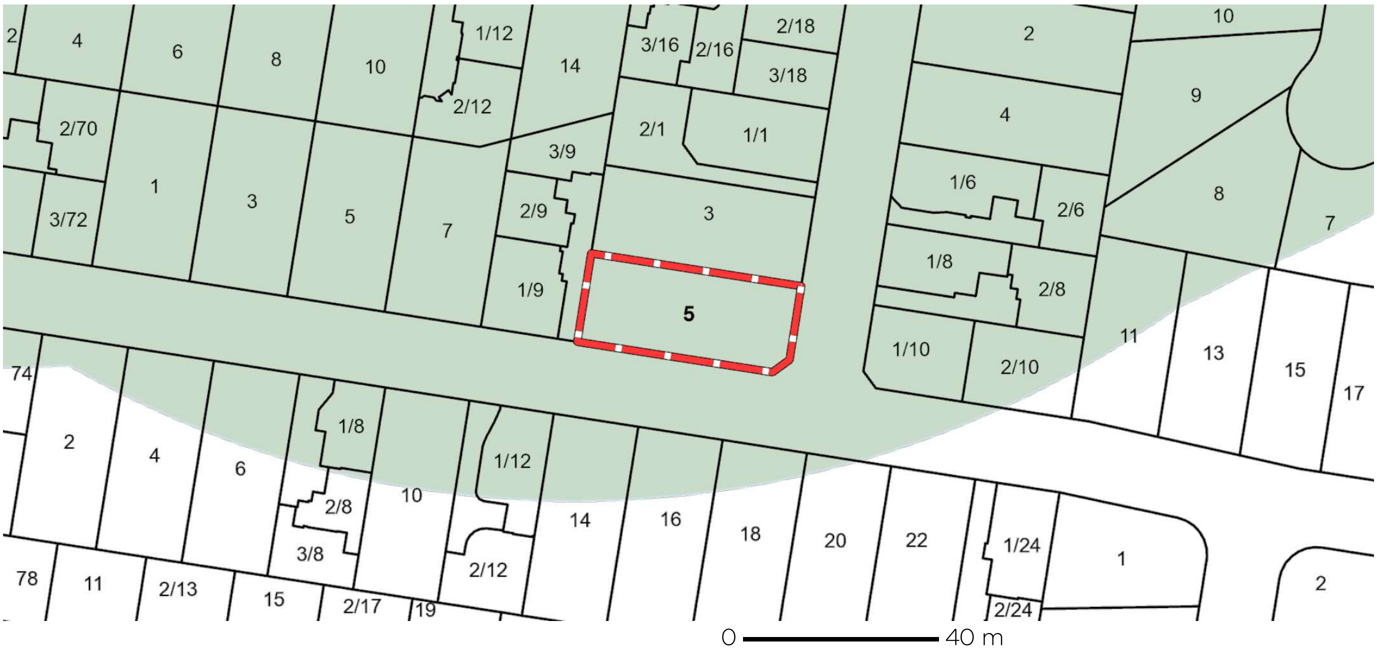
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,
can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



Aboriginal Cultural Heritage

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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

Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.