

CONTRACT OF SALE OF LAND **AND VENDORS STATEMENT**

Vendor:	ROMAINE HELEN FERDINANDS AND DUNSTAN PAUL ROZAIRO ABN 92 710 636 415
Property:	118 BALCOMBE ROAD MENTONE VIC 3194

Brendan Holland and Michael Cahir
Legal Practitioners
130 Balcombe Road, Mentone
PO Box 215, Mentone
Ph: (03) 9584 1289
Email: info@bhmcs.com
Ref: MAC/26-135

Contract of Sale of Land

Property address: 118 BALCOMBE ROAD MENTONE VIC 3194

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; 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.

Notice to purchasers of property "off-the-plan" *Section 9AA(1A), 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.

Signing of this contract

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

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. 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*; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

Signed by the Purchaser/s

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

on
dd/mm/yyyy

Print name(s) of person(s) signing

Romaine Helen Ferdinands and Dunstan Paul Rozairo

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

The **day of sale** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'Brien Real Estate Blackburn
98 South Parade
BLACKBURN VIC 3130

Tel: (03) 9894 2043

Agent:

Email: anthony.molinaro@obrienrealestate.com.au

Mob:

VENDOR

Romaine Helen Ferdinands and Dunstan Paul Rozairo ABN 92 710 636 415

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Brendan Holland & Michael Cahir
130 Balcombe Road
MENTONE VIC 3194

Tel: 03 9584 1289

Email: info@bhmcs.com

Ref: MAC/26-135

PURCHASER

Name(s):

Address:

Telephone:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Telephone:

Email:

LAND (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 7915 Folio 012	3	LP24900

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

118 BALCOMBE ROAD MENTONE VIC 3194

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 as inspected on the Day of Sale.

PAYMENT

Sale Price	\$	Plus GST	
Deposit	\$	payable by dd/mm/yyyy of which \$	is paid
Balance of Sale Price	\$	Plus GST payable at settlement	

GST WITHHOLDING OBLIGATIONS (general condition 25)

- ☒ The Purchaser is **not** required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the property.
- ☐ The Purchaser is required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the property. Under section 14-255(1) of the Taxation Administration Act 1953 (Cwlth), the Vendor is required to give further details prior to settlement.

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 condition 17 and 26.2)

Is due on 202 ; or earlier by mutual agreement

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

- ~~• the above date; or~~
- ~~• 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

LEASE (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property **unless the box is checked**, in which case the property is sold subject to:
- ☐ 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 applies only **if the box is checked**
- ☐ **DEPOSIT BOND** general condition 15 applies only **if the box is checked**
- ☐ **BANK GUARANTEE** general condition 16 applies only **if the box is checked**
- ☐ **BUILDING REPORT** general condition 21 applies only **if the box is checked**
- ☐ **PEST REPORT** general condition 22 applies only **if the box is checked**

LOAN (general condition 20) –

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

Lender:

Loan amount no more than

Loan approval date:

Contract of Sale of Land—Special Conditions

Special Conditions

1. PAYMENT

- 1.1. The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 1.2. If for whatever reason settlement and lodgement is unable to occur electronically, the purchaser must pay the fees on up to ten cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.3. The Vendor's obligations under General Condition 17 will not continue after settlement.

2. AUCTION

- 2.1. If 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.
- 2.2. The Purchaser immediately on the fall of the hammer shall pay to the Auctioneer the deposit payable and shall sign this Contract of Sale.

3. ADJUSTMENTS

- 3.1. General condition 23.3 is amended by deleting the words "if requested by the vendor" and replacing with "along with the statement of adjustments."
- 3.2. Failure by the purchaser or their legal representative to provide to the vendor's legal representative the adjustments in accordance with special condition 3.1 no later than five (5) business days prior to settlement date will be deemed as a delay in settlement.

4. INTEREST ON DEFAULT

Notwithstanding General Condition 33, if the Purchaser defaults in payment of any money due under this Contract the Purchaser must pay to the Vendor interest at the rate of 4% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the Vendor.

5. PURCHASER'S ACKNOWLEDGEMENT

The Purchaser admits and acknowledges that no promise was made by the Agent for the Vendor (or any employee or person acting on behalf of the said Agent) with respect to the obtaining of a loan of money to defray some or all of the Price of the Property.

6. FIRB APPROVAL

The Purchaser warrants that no consents are required to this Contract under the Foreign Acquisition and Takeovers Act 1975 and that that Act has no application to the Purchaser or to this contract. If the Purchaser breaches this warranty (whether intentionally or otherwise) the Purchaser will indemnify and compensate the Vendor for any costs and/or damages. This warranty and indemnity will continue on completion of this contract.

7. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

- 7.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are buying the property (the Proportions);
- 7.2. If the Proportions recorded in the transfer differ from those recorded in this contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation;
- 7.3. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's solicitors 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 this Contract; and
- 7.4. This Special Condition will not merge on completion.

8. GUARANTEE BY PROPRIETARY COMPANY PURCHASER

If the Purchaser is or includes a corporation that is not listed on the Australian Stock Exchange:

- 8.1. where that corporation is not a wholly owned subsidiary of a corporation that is listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by all directors of the Purchaser corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow; or

- 8.2. where the Purchaser is a wholly owned subsidiary of a corporation listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by the listed corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow.
- 8.3. Despite anything else in this Contract, if there is more than one Purchaser, this Contract will bind all of them jointly and each of them severally.
- 8.4. Failure to comply with Special Condition 8 will be deemed to be a default on the part of the Purchaser. The Vendor can enforce any indemnity before incurring any cost or expense.
- 8.5. If the Purchaser does not comply with this Special Condition 8, the Vendor may rescind the Contract.
- 8.6. If any of the aforesaid representations are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

9. PROPERTY CONDITION

The Purchaser acknowledges that it has purchased the Property in its present condition and has entered into this Contract on the basis that the Purchaser:

- 9.1. acknowledges that it has made its own enquiries regarding the presence of Contaminants on, in under or emanating from the Property or any adjoining land and it has entered into this Contract on the basis of its own enquiries and not in reliance on any reports, information or documents provide by a Vendor Party;
- 9.2. acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property or the existence or previous existence of any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property;
- 9.3. releases and discharges the Vendor and its successors, assignees, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or may accrue in the future, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on, under or emanating from the Property and from and against all claims for costs and expenses in respect of such Claims, suits, proceeding, demands and actions; and
- 9.4. indemnifies and holds harmless the Vendor and its successors, assignees, employees and agents from and against all loss, damage, liability, Claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on, under or emanating from the Property (including without limitation, any costs or expenses incurred in relation to any notice, direction, order or similar document issued or made under any Environmental or Property Law or other Law relating to the protection of the environment) and from and against all Claims for costs and expenses in respect of such loss, damage, liability, claims, proceedings, suits, demands and action.

10. NOMINATION OF SUBSTITUTE PURCHASER

- 10.1. An executed counterpart of the executed and complete nomination documents must be provided by the Purchaser to the Vendor at least fourteen (14) days before settlement;
- 10.2. Where the nominated Purchaser is a corporation, then the nominated Purchaser must adhere to Special Condition 8 and submit to the Vendor's legal representative the Guarantee and Indemnity annexed to the Contract executed by all directors of the nominated Purchaser corporation no later than two (2) business days from the date of the Nomination;
- 10.3. The Purchaser's legal representative shall not submit any nomination documents to the Vendor's legal representative where the nominated Purchaser is still required to obtain approval from the Foreign Investment Review Board ('FIRB'); and
- 10.4. The named Purchaser from the contract shall have the substituted and/or additional Purchaser sign an acknowledgement of receipt of a copy of the Section 32 Vendor's Statement and provide the statement to the Vendor's representative.

11. EXTENSION

In addition to the provision of Special Condition 12, should the Purchaser for any reason seek an extension or other minor variation to the Contract of Sale, then the Purchaser acknowledges and agrees that without imposing any obligation upon the Vendor to agree to any extension or variation the Vendor's legal representative may charge a fee of \$50.00 plus GST for each request which may include an extension for loan approval and/or a change of settlement date. This fee is to be adjusted by the Purchaser on settlement.

12. DELAY

- 12.1. In the event that:
 - (a) the Purchaser requests the later or delayed Settlement of the Contract of Sale and the Vendor agrees to the Purchaser's request; or
 - (b) the Vendor exercises its rights under special condition 3 (timely receipt of adjustments) to delay Settlement, ("Settlement Delay"),
 then, in addition to and without affecting the Vendor's rights against the Purchaser for the failure to comply with Settlement of this Contract of Sale on the Settlement Date, the Purchaser shall be liable for:

- (c) the Vendor's Legal representative fee of \$50.00 plus GST for each request by the Purchaser; and
- (d) all additional legal fees (based on the Vendor's solicitor's hourly rate) incurred by the Vendor caused by the Settlement Delay.

13. DELETION OF GENERAL CONDITIONS

13.1. The following General Conditions are deleted:

- (a) GC 9 Consent
- (b) GC 11 Release of Security Interest
- (c) GC 12 Builder Warranty Insurance
- (d) GC 13 General Law Land
- (e) GC 15 Deposit Bond
- (f) GC 16 Bank Guarantee
- (g) GC 30 Terms Contract
- (h) GC 31.4, 31.5 and 31.6 pertaining to Loss or Damage Before Settlement

14. WARRANTY, REPRESENTATIONS AND ACKNOWLEDGEMENTS

14.1. The Purchaser warrants to the Vendor, as at the Day of Sale and at Settlement, that:

- (a) if it is a company, it is a company limited by shares incorporated, or taken to be incorporated, and existing under the Corporations Act 2001 (Cth)
- (b) it has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Contract;
- (c) all conditions and things required by Law to be fulfilled or done in order to enable it lawfully to enter into, and exercise its rights and perform its obligations under this Contract, have been fulfilled or done;
- (d) this Contract constitutes valid and legally binding obligations, enforceable against the Purchaser in accordance with its terms;
- (e) neither the Purchaser's execution of, nor its exercise of rights or performance of its obligations under, this Contract does or will:
 - (i) contravene any Law to which it or any of its property is subject; or
 - (ii) contravene any approval, authorisation, consent or exemption required by any applicable statute or Law; or
 - (iii) contravene any undertaking or instrument binding it or any of its property; or
 - (iv) if it is a company, contravene any provisions of its constitution; and
 - (v) there are no reasonable grounds to suspect that the Purchaser will not be able to pay its debts as and when they become due and payable.

14.2. The Purchaser acknowledges and agrees that:

- (a) no information, representation or warranty of a Vendor Party was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no such information representation or warranty has been relied upon, except those expressly set out in this Contract;
- (c) the Purchaser executed this Contract either after obtaining independent advice or the Purchaser determined not to seek such advice prior to entering into and signing this Contract;
- (d) the Purchaser has relied entirely and solely on its own judgment, inquiries and advice in entering into and signing this Contract;
- (e) the Purchaser has relied solely on its own judgment in purchasing the Property for the Price and upon the conditions set out in this Contract; and
- (f) all warranties and terms implied by Law, relating to the fitness, suitability or adequacy of the Property (to the maximum extent permitted by law) do not apply to this Contract.

14.3. Notwithstanding any other term, condition or provision of this Contract, no warranty or representation is given or made by the Vendor:

- (a) as to the condition or fitness of the Property (including but not limited to the condition or fitness of the sub-surface of the Property);
- (b) as to the condition or fitness for purpose of the Property for any purpose or use of any nature whatsoever; or
- (c) that the Property is free of Contaminants.

14.4. The Purchaser will not make any claim, requisition, delay settlement of this transaction or rescind or terminate this Contract because of any:

- (a) matter that was capable of discovery by or on behalf of the Purchaser or was or should have been within the knowledge of the Purchaser as a result of the Purchaser's own enquiries;
- (b) omission or mistake in the description of the measurements or area of the Property;
- (c) encroachment by or on the Property;
- (d) need to erect new fencing on correct boundaries or to dismantle existing fencing;
- (e) loss, damage, need for repair relating to the Property; or
- (f) requirements of a statutory authority made on or after the Day of Sale.

15. SETTLEMENT DATE DURING OFFICE CLOSURE (CHRISTMAS PERIOD)

- 15.1. The Purchaser acknowledges and agrees that if the settlement date for which completion of this Contract falls due and payable between 23 December 2025 and 17 January 2027, both dates inclusive, then this special condition 15 shall serve as notice to the Purchaser that the settlement date is amended to 17 January 2027.
- 15.2. The Purchaser will not make any claim, requisition, request an earlier settlement date for this transaction or rescind or terminate this Contract because of this special condition 15.

16. INTERPRETATIONS

In this Contract, unless expressed otherwise:

- (a) words denoting the singular include the plural and vice versa;
 - (b) an obligation of two or more parties shall bind them jointly and severally;
 - (c) if a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (d) a reference to a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (e) a person includes a reference to the person's legal personal representative's successors and permitted substitutes and assigns;
 - (f) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (g) a gender includes all other genders;
 - (h) every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligations or derives any benefit binds or enures for the benefit of those persons jointly and each of them severally;
 - (i) a reference to a currency is to Australian currency;
 - (j) clause headings are for reference purposes only and do not affect the construction of this Contract;
 - (k) a reference to a document or agreement including this Contract includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time.
 - (l) the word "includes" in any form is not a word of limitation
 - (m) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - (n) writing includes writing in digital form;
 - (o) a special condition, general condition or attachment is a reference to a special condition, general condition or attachment in or to this Contract;
 - (p) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
 - (q) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee;
 - (r) any body (Original Body) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body; and
 - (s) no rule of construction applies to the disadvantage of the party preparing this Contract on the basis that it prepared or put forward this Contract or any part of it.
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Contract of Sale of Land - General Conditions

CONTRACT SIGNING

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

- (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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—
 - (c) 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 applies 11.14 despite general condition 11.1.
- 11.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

particulars to readily identify the relevant transaction.

- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 - (c) if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
 - (c) in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
 - (c) The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

TRANSACTIONAL

26. TIME & CO OPERATION

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

27. SERVICE

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

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

32.1 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

In consideration of the Vendor having entered into the Contract at the request of each Guarantors described in the Schedule (each of whom is described as the Guarantor):

1. Guarantee

The Guarantor guarantees to the Vendor due and punctual payment and performance by the Purchaser of:

- (a) the Price and each part of it;
- (b) all other moneys; and
- (c) the terms and conditions contained in the Contract, on the part of the Purchaser to be paid, observed or performed.

2. Indemnity

The Guarantor indemnifies and agrees to keep indemnified the Vendor against all loss and damage, suffered or incurred by the Vendor as a result of any default by the Purchaser in any payment under the Contract or the observance or performance by the Purchaser of the covenants and conditions of the Contract.

3. Guarantor Covenants

The Guarantor covenants with the Vendor that:

- (a) If at any time default is made in payment of any moneys due and payable by the Purchaser under the Contract, the Guarantor will immediately on demand by the Vendor pay the whole of those moneys then due and payable, or
 - (b) If for any reason:
 - (i) the Purchaser ceases to be bound by all or any of the terms of the Contract; or
 - (ii) the obligations of the Purchaser under the Contract are abrogated, diminished or modified in any way (otherwise than by performance of all the Purchaser's obligations or otherwise than by express agreement in writing to which the Vendor is a Party) and whether by operations of Law or otherwise including but not being limited to:

disclaimer of the Contract by any liquidator or any other person who is or purports to be entitled by law to disclaim it, then:

the Guarantor will pay to the Vendor an amount equal to the total loss or damage caused to the Vendor by reason of the Purchaser having so ceased to be bound or having its obligations so abrogated, diminished or modified; and

the Guarantor will in addition do all other acts and things as the Vendor may require to place the Vendor in as good a position as the Vendor would otherwise have been.
- The obligations of the Guarantor under this clause are original and independent and not by way of surety.
- (c) The Guarantor is not released from liability under this Guarantee and Indemnity except by payment in full of the Price and the other moneys payable in accordance with the Contract, the performance and observance of all of the obligations of the Purchaser under the Contract and payment of all moneys under the Guarantee and Indemnity.
 - (d) The Guarantee and Indemnity is not affected by:
 - (i) any waiver or indulgence whether as to time or otherwise;
 - (ii) any variation of the terms of the Contract;
 - (iii) any assignment, renewal or extension of the Contract which the Vendor and Purchaser may agree;
 - (iv) any want of capacity or of due execution by the Purchaser;
 - (v) any nomination of any additional or substitute purchaser under the Contract; or
 - (vi) by any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.
 - (e) The Guarantor will not compete with the Vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the Purchaser.
 - (f) In this document:
 - (i) the expression the Contract means the contract of sale of land to which this Guarantee and Indemnity is attached;
 - (ii) the expressions loss and damage includes both direct and consequential loss or damage;
 - (iii) the expressions used in the Contract have the same meaning in this Guarantee and Indemnity;
 - (iv) the singular means and includes the plural;
 - (v) if there is more than one Guarantor their obligations are joint and several;
 - (vi) references to the Vendor is to each of them if there is more than one;
 - (vii) references to the Purchaser include any additional or substituted purchaser nominated by the original purchaser under the Contract; and
 - (viii) if there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this Guarantee and Indemnity does not affect the liability of the other Guarantors.

4. CONTINUING GUARANTEE AND INDEMNITY

The Guarantee and Indemnity is continuing and is not discharged by the winding up of the Guarantor or if the Guarantor, the Vendor or the Purchaser is a natural person by the death, of the Vendor the Purchaser or the Guarantor. The Guarantee and Indemnity continues to bind the successors and legal personal representatives.

Guarantee and Indemnity - Schedule

Purchaser:		ACN:	
Company Address:			
Guarantor Full Name:			
Address:			
Email Address:			
Guarantor Full Name:			
Address:			
Email Address:			
Property:	118 Balcombe Road MENTONE VIC 3194		

SIGNED, SEALED AND DELIVERED by the said Guarantor/s on the day of 2026

GUARANTOR
(insert name above)

in the presence of:

)
)
)
)
)

.....
Signature of Guarantor (Director)

.....
Signature of witness

.....
Name of witness (block letters)

GUARANTOR
(insert name above)

in the presence of:

)
)
)
)
)

.....
Signature of Guarantor (Director/Secretary)

.....
Signature of witness

.....
Name of witness (block letters)

SECTION 32

STATEMENT

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

Vendor:	ROMAINE HELEN FERDINANDS AND DUNSTAN PAUL ROZAIRO ABN 92 710 636 415
Property:	118 BALCOMBE ROAD MENTONE VIC 3194

Brendan Holland and Michael Cahir
Legal Practitioners
130 Balcombe Road, Mentone
PO Box 215, Mentone
Ph: (03) 9584 1289
Email: info@bhmcs.com
Ref: MAC/MC/ 26-135

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	118 BALCOMBE ROAD MENTONE VIC 3194	
Vendor's name	ROMAINE HELEN FERDINANDS	Date / /
Vendor's signature		
Vendor's name	DUNSTAN PAUL ROZAIRO	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:

\$8,500.00

(b) *Are contained in the attached certificate/s.

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) Kingston City Council	(1) \$3,021.08	(1) \$
(2) South East Water	(2) \$950.00 Estimate (plus water usage charge)	(2) \$
(3) State Revenue Office (Land Tax if any)	(3) \$3,630.00	(3) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above;

NIL

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

None to the Vendor's knowledge.

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) 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:	AVPC No.210
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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): -

Easements and/or Covenants affecting the land are as set out in the attached copies of title.

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.

The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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:

Not applicable.

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:

Not applicable.

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):

No such Building Permit has been granted to the Vendor's knowledge.

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*.

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement This section 7.1 only applies if the land is subject to a work-in-kind agreement.

The land is NOT subject to a work-in-kind agreement within the meaning of Part 9B of the *Planning and Environment Act 1987*.

7.2 GAIC Recording This section 7.2 only applies if there is a GAIC recording.

The land is not effected by GAIC within the meaning of Part 9B of the *Planning and Environment Act 1987*.

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:

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.

Not applicable.

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. 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.)

Is attached

12. ATTACHMENTS

(Any certificates, documents and other attachments annexed to this Statement)

1. Register search statement Volume: 7915 Folio: 012
2. Copy of Plan
3. Planning Certificate
4. Council Land Information Certificate
5. Water Information Statement
6. State Revenue Office Property Tax Clearance Certificate

Register Search Statement - Volume 7915 Folio 012

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

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

VOLUME 07915 FOLIO 012

Security no : 124134157353T
Produced 28/04/2026 01:07 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 024900.
PARENT TITLE Volume 04331 Folio 146
Created by instrument H139086 04/07/1978

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
ROMAINE HELEN FERDINANDS of 4 BRANAGAN DRIVE ASPENDALE GARDENS VIC 3195
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
DUNSTAN PAUL ROZAIRO of 4 BRANAGAN DRIVE ASPENDALE GARDENS VIC 3195
AS645564A 24/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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 LP024900 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: 118 BALCOMBE ROAD MENTONE VIC 3194

DOCUMENT END

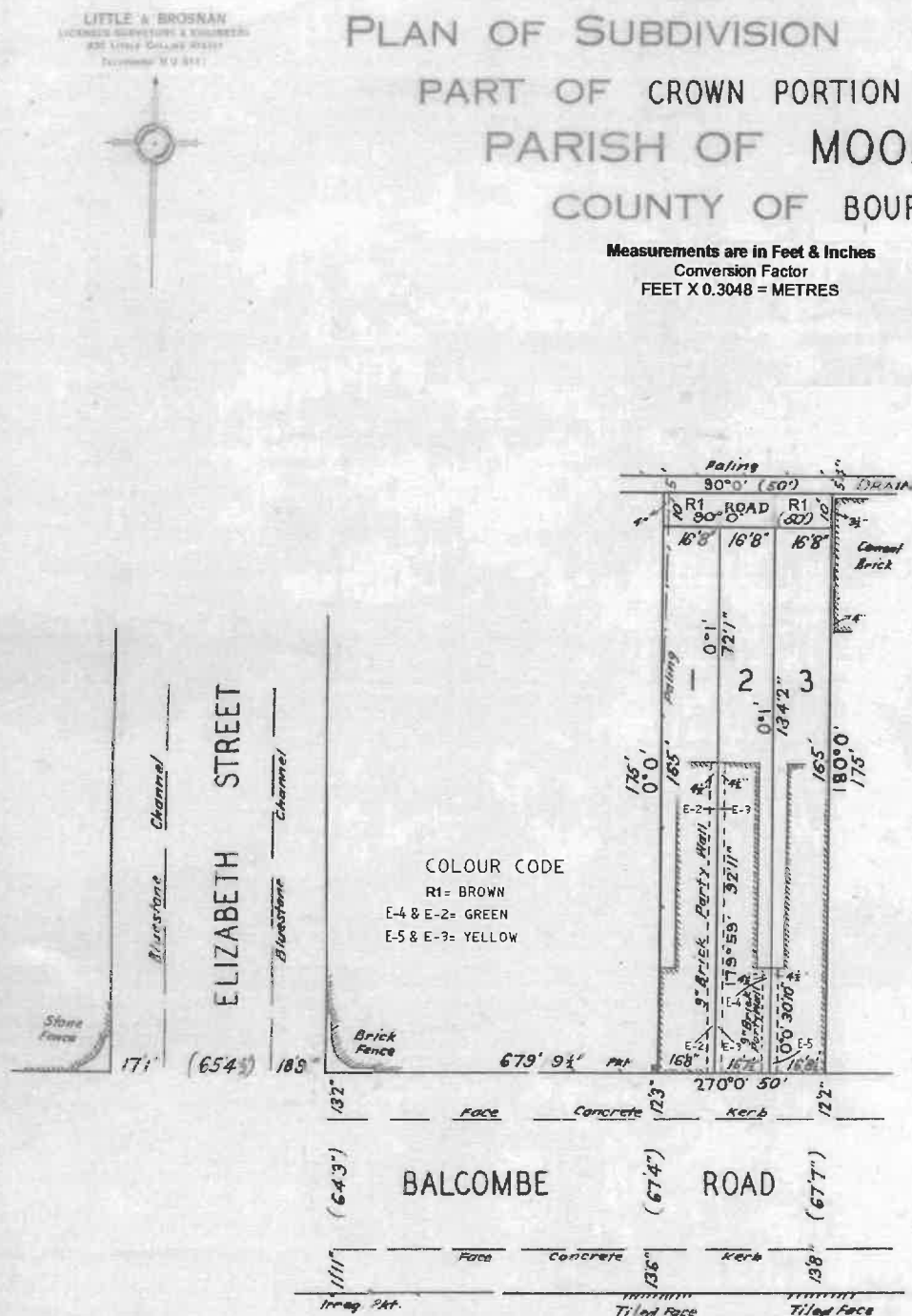
The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of

**Victoria to provide this information
via LANDATA® System. Delivered at 28/04/2026, for Order Number 90748486. Your reference: 26-135
FERDINANDS.**

2328

LP 24900
EDITION 2

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



20-12-51

LP 24900

FOR APPROPRIATIONS ETC.
SEE BACK HEREOF

LI
652

LP 24900

24900

SUBDIVISIONAL
CERTIFICATE OF TITLE V. 4331 F. 146

FOR TITLE REFERENCES TO LOTS
SEE PARCELS INDEX

LODGED BY READ & READ

DEALING No. 5208375 DATE 28/3/52

DECLARED BY J. E. BROSNAN

ON 6/1/52

COUNCIL CITY OF MORDIALLOC

DATE OF CONSENT 11/2/52

PLAN MAY BE LODGED 8/1/53

PLAN APPROVED DATE / / TIME a.m.
p.m.

APPROPRIATIONS

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

THE LAND COLOURED GREEN & YELLOW
IS APPROPRIATED OR SET APART FOR
EASEMENTS OF PARTY WALL

THIS IS THE BACK OF LP 24900

NOTATIONS

AS TO LOT 1
TOGETHER WITH A RIGHT TO USE THE LAND MARKED E-3 ON THE MAP
FOR PARTY WALL PURPOSES

AS TO LOT 2
TOGETHER WITH A RIGHT TO USE THE LAND MARKED E-2 & E-5
ON THE MAP FOR PARTY WALL PURPOSES

AS TO LOT 3
TOGETHER WITH A RIGHT TO USE THE LAND MARKED E-4
ON THE MAP FOR PARTY WALL PURPOSES

ENCUMBRANCES

AS TO THE LAND MARKED E-2
THE PARTY WALL EASEMENT CREATED BY INSTRUMENT
OF TRANSFER No 2520778 IN THE REGISTER BOOK

AS TO THE LAND MARKED E-3 AND E-4
THE RESPECTIVE PARTY WALL EASEMENTS
RESERVED BY INSTRUMENT OF TRANSFER No 2520778
IN THE REGISTER BOOK

AS TO THE LAND MARKED E-5
THE PARTY WALL EASEMENT
CREATED BY TRANSFER 2520778

LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No.	A.R.T	EDN. No.
1	APPURTENANT EASEMENTS			2
	CREATION OF EASEMENTS			2

PHOTOGRAPHED AT CENTRAL PLAN OFFICE

SIZE DATE

COLOURED *Jan* CHECKED *BD*

POSTED *Jan* CHECKED *BD*

24900

Planning Certificate



PROPERTY DETAILS

Property Address: 118 BALCOMBE ROAD MENTONE VIC 3194
Title Particulars: Vol 7915 Fol 012
Vendor: ROMAINE HELEN FERDINANDS, DUNSTAN PAUL ROZAIRO
Purchaser: N/A

Certificate No: 90748486:132854332

Date: 28 April 2026
Matter Ref: 26-135
Client: FERDINANDS
Brendan Holland &
Michael Cahir



MUNICIPALITY

KINGSTON



PLANNING SCHEME

KINGSTON PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

KINGSTON CITY COUNCIL



ZONES

ACTIVITY CENTRE ZONE - SCHEDULE 2



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

ABUTS A TRANSPORT ZONE 2 (BALCOMBE ROAD)



APPLICABLE OVERLAYS

NOT APPLICABLE

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

**PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

**ADDITIONAL INFORMATION**

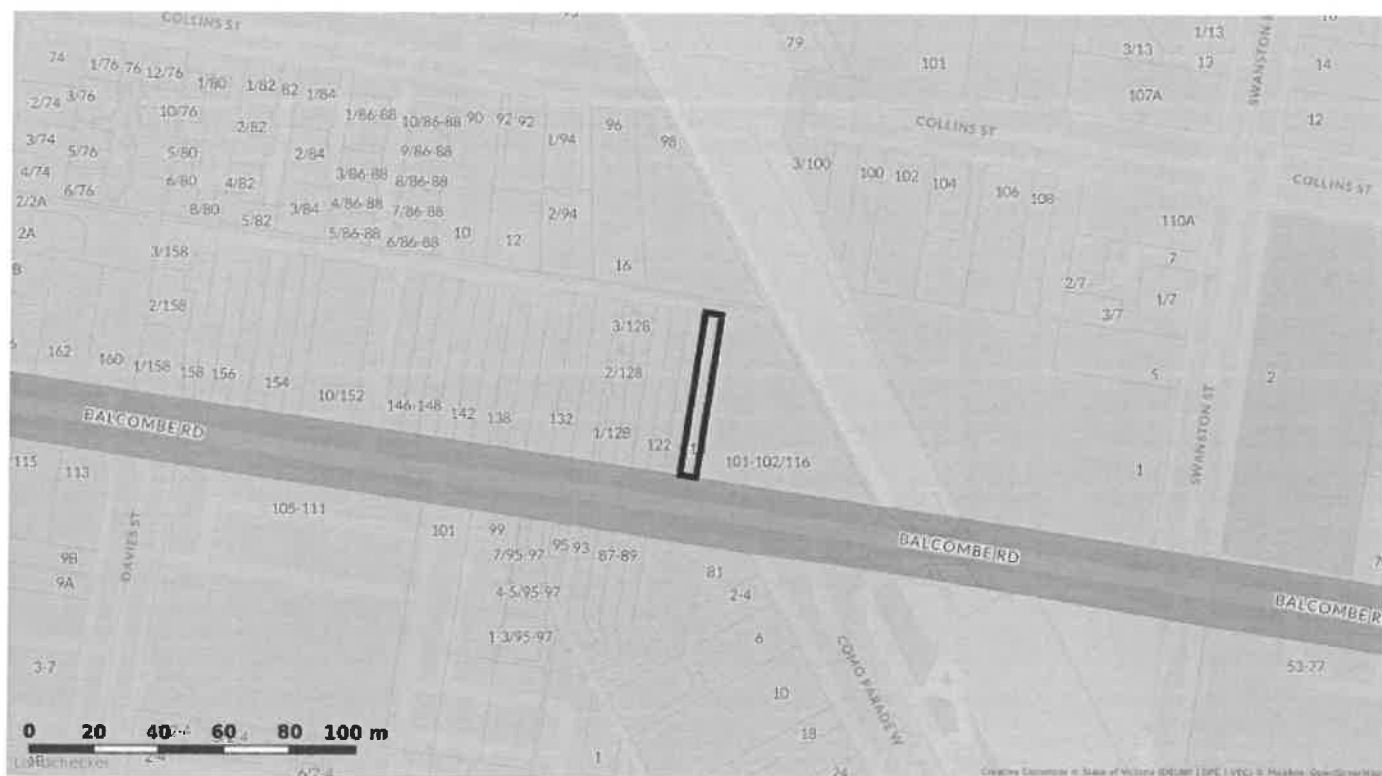
STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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PLANNING ZONES MAP



ZONING

- ACZ2 - ACTIVITY CENTRE ZONE - SCHEDULE 2
- GRZ5 - GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- SUZ6 - SPECIAL USE ZONE - SCHEDULE 6
- TRZ1 - TRANSPORT ZONE 1 - STATE TRANSPORT INFRASTRUCTURE
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 04 May 2026 09:09 AM

PROPERTY DETAILS

Address: **118 BALCOMBE ROAD MENTONE 3194**
Lot and Plan Number: **Lot 3 LP24900**
Standard Parcel Identifier (SPI): **3\LP24900**
Local Government Area (Council): **KINGSTON**
Council Property Number: **483321**
Directory Reference: **Melway 86 K6**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 256 sq. m

Perimeter: 111 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **SANDRINGHAM**

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/>

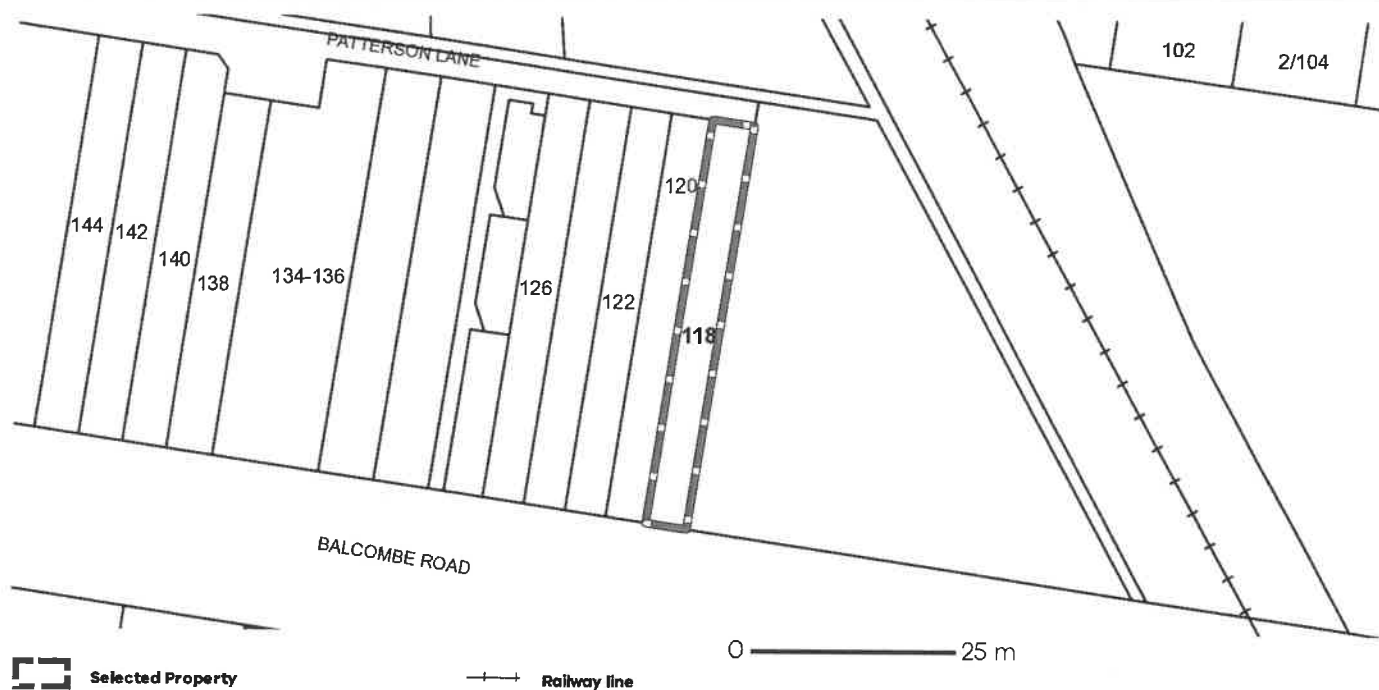
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 04 May 2026 09:09 AM

PROPERTY DETAILS

Address: **118 BALCOMBE ROAD MENTONE 3194**
Lot and Plan Number: **Lot 3 LP24900**
Standard Parcel Identifier (SPI): **3\LP24900**
Local Government Area (Council): **KINGSTON**
Council Property Number: **483321**
Planning Scheme: **Kingston**
Directory Reference: **Melway 86 K6**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **SANDRINGHAM**

OTHER

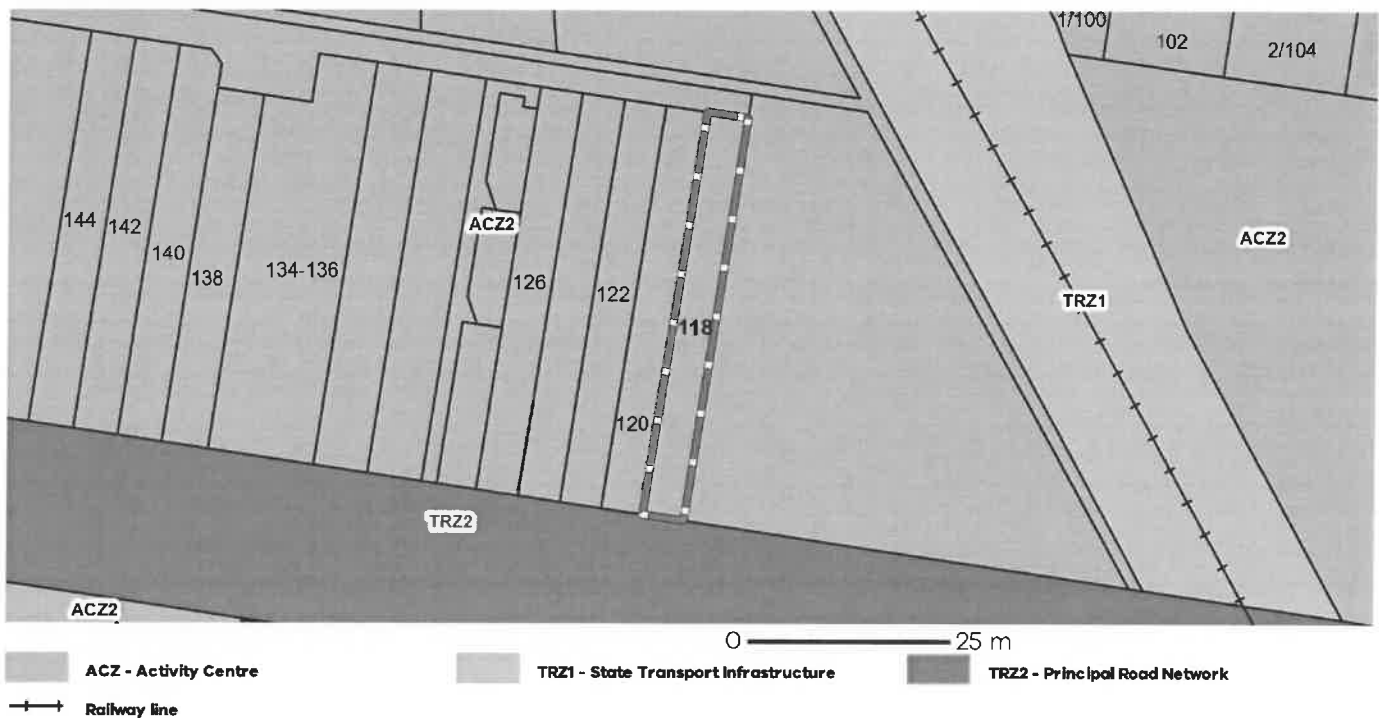
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)



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

Planning Overlays

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 118 BALCOMBE ROAD MENTONE 3194

Page 1 of 3

No planning overlay found

Further Planning Information

Planning scheme data last updated on 30 April 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

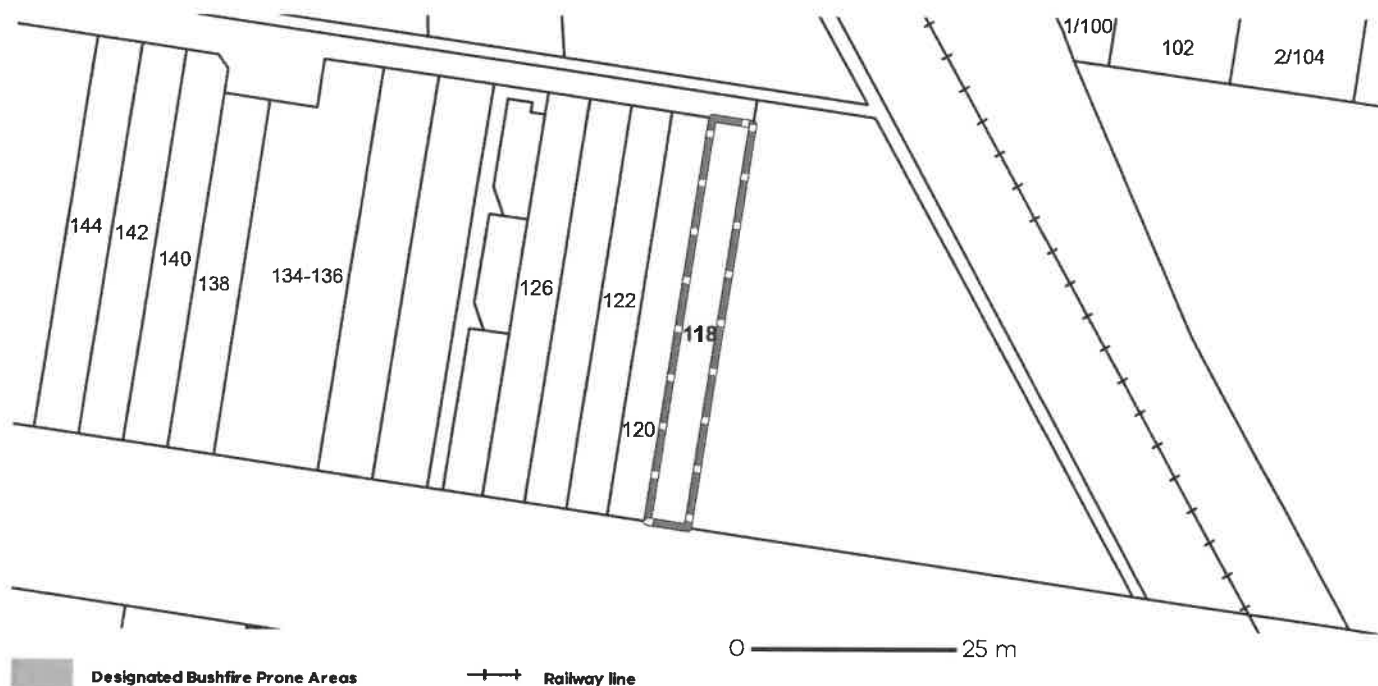
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004



City of
KINGSTON

Dye & Durham Property Pty Ltd (Web Certificates)
Finance.Eps@DyeDurham.com
SOUTH MELBOURNE VIC 3205

Date of Issue:	28 April 2026
Assessment No:	155720 4
Property Location:	118 Balcombe Road, MENTONE VIC 3194
Parcel Details:	Lot 3 LP24900
Certificate No:	165456
Certificate Expiry Date:	27 July 2026
Applicants Reference:	90748486:132854333:91982

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Operative Date of Valuation: 01 July 2025
Relevant Date of Valuation: 01 Jan 2025

Site Value: 830,000
Capital Improved Value: 840,000
Net Annual Value: 42,000

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2025 to 30th June 2026

Arrears

Arrears - Brought Forward 01/07/2025 \$0.00
Legal Fees Brought Forward 01/07/2025 \$0.00

Current Rate

General Rates \$1,528.88
Emergency Services & Volunteers Fund \$1,392.20
Municipal Charge \$100.00
\$
\$
\$
Legal Costs/Charges \$0.00
Interest on Arrears \$0.00
Interest on Current Rates \$7.65

Payments \$-1,510.58
Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING \$1,518.15

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	155720/4
Certificate No.	165456
Certificate Expiry Date	27 July 2026

ADDITIONAL INFORMATION

210 - Retail Premises (single occupancy/single title/sin

Please Note: All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser.** If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$30.60.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 27 July 2026.
 - ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
 - iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
 - iv. Due Date for payment:
 - In full 15 February 2026.
- Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Billor Code: 8938

Ref: 1557204

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*****IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*****
No Conditions apply to this property.

Dye and Durham Property Pty Ltd
E-mail:
property.certificates@dyedurham.com

Statement for property:
118 BALCOMBE ROAD MENTONE
3194
3

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
46A/08430/138	90748486:132854335	28 APRIL 2026	52024583

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$46.95

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$119.24
Subtotal Service Charges		\$210.61
Usage Charges*	Billed until 26/2/2026	\$16.75
Arrears		\$346.70
TOTAL UNPAID BALANCE		\$574.06

- The meter at the property was last read on 26/02/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$1.86 per day

Sewage Disposal Charge \$0.85 per day

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

2. Encumbrance Summary

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

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

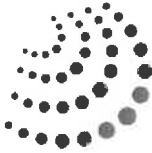
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



NOS 118 & 120 BALCOMBE ROAD is currently serviced by a combined drain. If the property is to be further developed, redeveloped or sub divided, the property must be connected separately to South East Water's reticulated system to relieve the combined drain. This may involve the installation of reticulation works at the cost of the owner of the development, sub division, etc. Please contact South East Water to confirm our requirements prior to designing or commencing works. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 1300 733 098. Please quote PS 257639.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

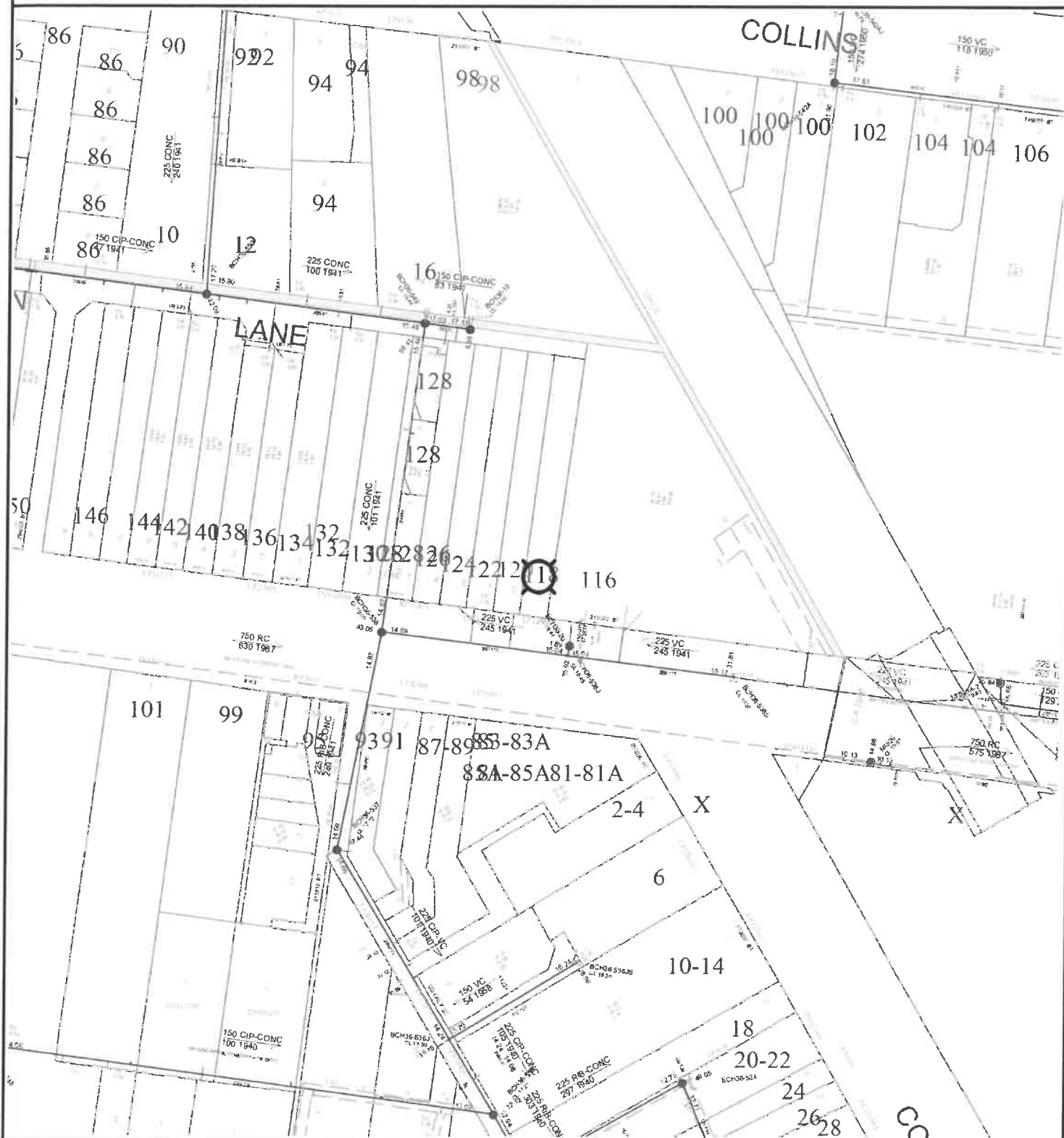
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

— Title/Road Boundary	Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road	Sewer Main & Property Connections	□ Inspection Shaft	
- - - - - Easement	Direction of Flow	<1.0> Offset from Boundary	
Melbourne Water Assets			
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway	
● Maintenance Hole	- - - - - Channel Drain	□ Underground Drain M.H.	

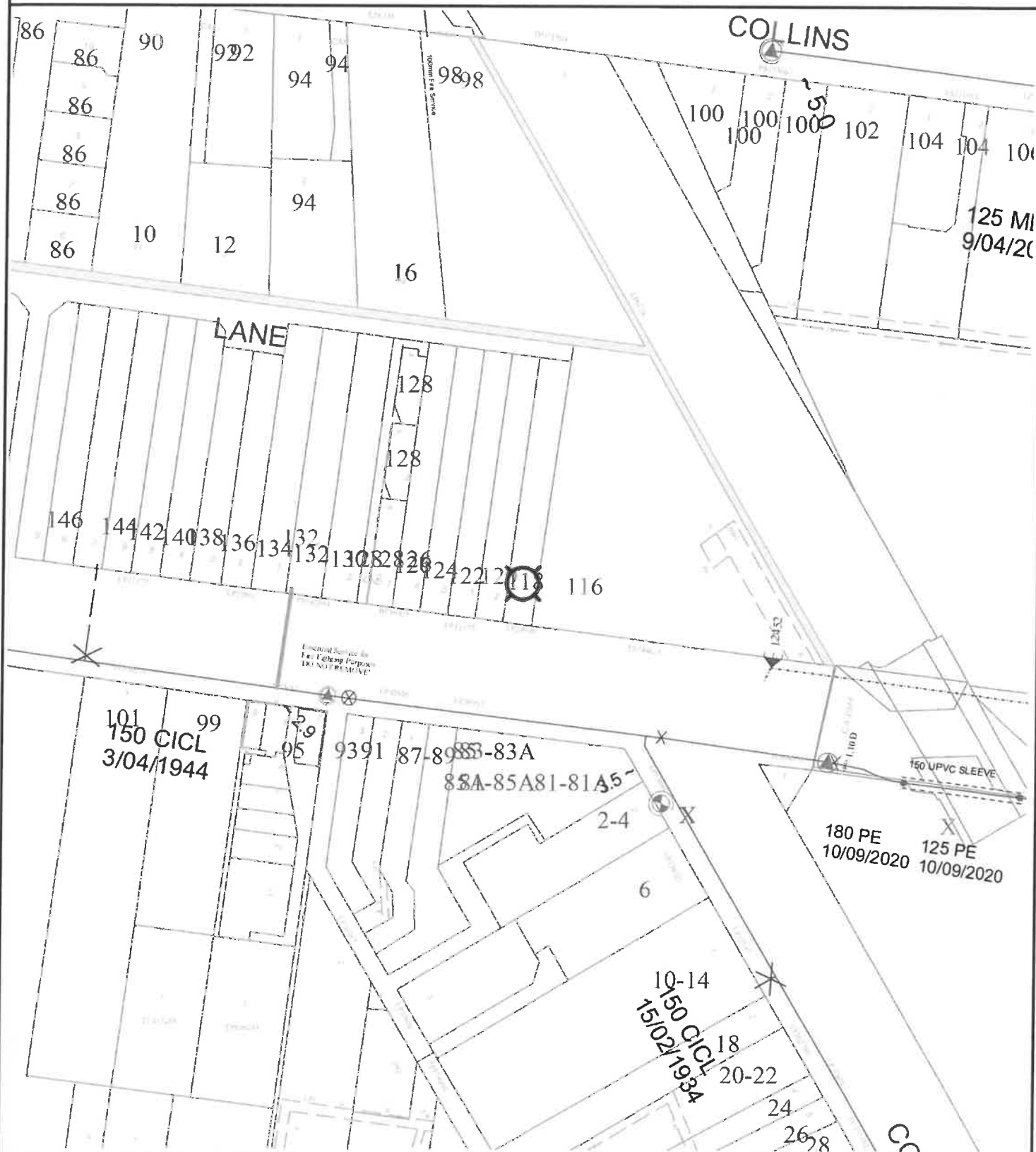


Property: 118 BALCOMBE ROAD MENTONE 3194

Case Number: 52024583

Scale in Metres

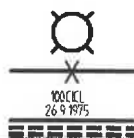
Date: 28APRIL2026



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

LEGEND

-  Title/Road Boundary
 Proposed Title/Road Easement
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

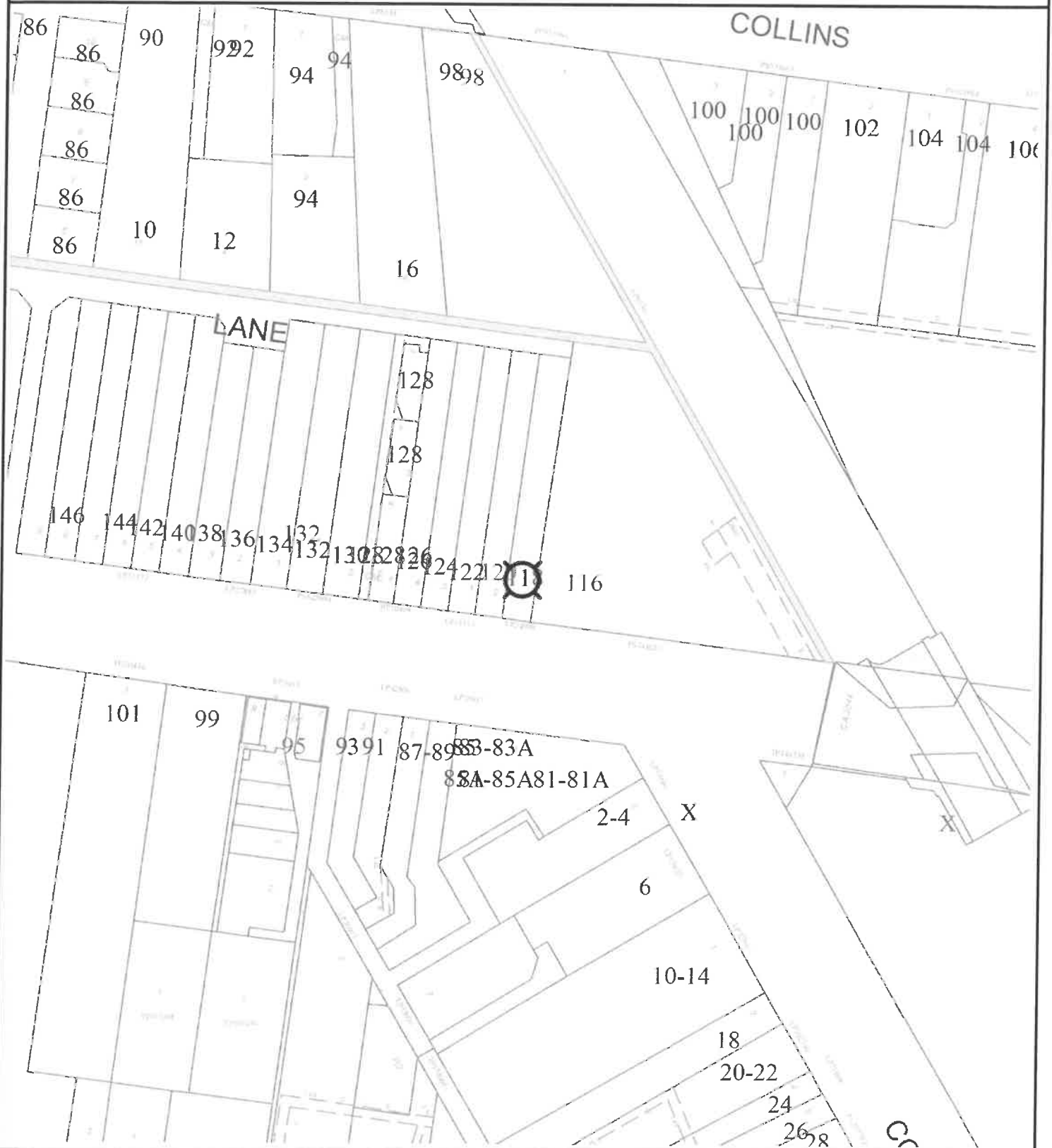
Property: 118 BALCOMBE ROAD MENTONE 3194



Case Number: 52024583



Date: 28APRIL2026



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

LEGEND

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



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

- ⊗ Hydrant
- ⊙ Fireplug/Washout
- ~ 1.0 Offset from Boundary

Property Clearance Certificate
Land Tax



BRENDAN HOLLAND & MICHAEL CAHIR VIA DYE &
DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	90748486:132854334
Certificate No:	98898499
Issue Date:	28 APR 2026
Enquiries:	ESYSPROD

Land Address: 118 BALCOMBE ROAD MENTONE VIC 3194

Land Id	Lot	Plan	Volume	Folio	Tax Payable
583343	3	24900	7915	12	\$7,354.50

Vendor: DUNSTAN ROZAIRO & ROMAIN FERNANDS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ROMAIN HELEN FERDINANDS	2026	\$830,000	\$4,207.80	\$0.00	\$3,630.00

Comments: Land Tax of \$4,207.80 has been assessed for 2026, an amount of \$577.80 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

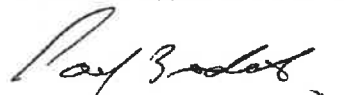
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MS ROMAIN HELEN FERNANDS	2025	\$8,014.50	\$0.00	\$3,724.50

Arrears of Vacant Residential 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):	\$840,000
SITE VALUE (SV):	\$830,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$7,354.50



Notes to Certificate - Land Tax

Certificate No: 98898499

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 = \$3,630.00

Taxable Value = \$830,000

Calculated as \$2,250 plus (\$830,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,400.00

Taxable Value = \$840,000

Calculated as \$840,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98898499

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: 98898499

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



BRENDAN HOLLAND & MICHAEL CAHIR VIA DYE & DURHAM PROPERTY PT	Your Reference:	90748486:132854334
LEVEL 20, 535 BOURKE STREET	Certificate No:	98898499
MELBOURNE VIC 3000	Issue Date:	28 APR 2026
	Enquires:	ESYSPROD

Land Address: 118 BALCOMBE ROAD MENTONE VIC 3194					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
583343	3	24900	7915	12	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
210	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.	

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:	\$840,000
SITE VALUE:	\$830,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98898499

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



BRENDAN HOLLAND & MICHAEL CAHIR VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	90748486:132854334
Certificate No:	98898499
Issue Date:	28 APR 2026

Land Address:	118 BALCOMBE ROAD MENTONE VIC 3194		
Lot	Plan	Volume	Folio
3	24900	7915	12

Vendor: DUNSTAN ROZAIRO & ROMAIN FERNANDS
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 98898499

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 98898497

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: 98898497

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.

Vendor GST withholding notice

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

TO: Purchaser/recipient

Property address: 118 Balcombe Road MENTONE VIC 3194

Being Lot No. 3 on Plan 24900

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$ _____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

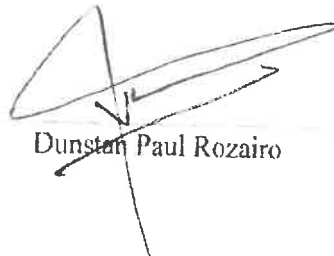
~~Vendor/supplier ABN: _____~~

From Vendor/s: Romaine Helen Ferdinands and Dunstan Paul Rozairo

Signed by or on behalf of the Vendor/s:



Romaine Helen Ferdinands



Dunstan Paul Rozairo

Dated: 23 / 4 / 2026



MRS ROMAIN FERNANDS
C/- MICHAEL CAHIR
130 BALCOMBE ROAD
MENTONE VIC 3194

Our reference: 7170065437284

Phone: 13 28 66

14 May 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ROMAIN FERNANDS,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411203338751
Vendor name	ROMAIN FERNANDS
Clearance Certificate Period	14 May 2026 to 14 May 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights