macpherson kelley.

DATED 2026

**MARIANNE JEANETTE PIENING**

**to**

# CONTRACT OF SALE OF REAL ESTATE

**Property:**

**37 Einstein Avenue, Mulgrave, Victoria 3170**

**Macpherson Kelley**
40-42 Scott Street
DANDENONG VIC 3175

Tel: +61 3 9794 2600
Fax: +61 3 9794 2500

Ref: JAT:335537

# CONTRACT OF SALE OF REAL ESTATE

## Property Address: 37 Einstein Avenue, Mulgrave, Victoria 3170

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.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the 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; 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 agent authorised in writing by one of the parties

must be noted beneath the signature.

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

## SIGNED BY THE PURCHASER on / / 2026

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

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

## SIGNED BY THE VENDOR on / / 2026

Print name of person signing:

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

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

**OFF-THE-PLAN SALES** **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.

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: Vendor Advocacy Australia Pty Ltd in conjunction with O'Brien Real Estate Blackburn

Address: 98 South Parade, Blackburn, Victoria 3130

Email: anthony.molinaro@obrienrealestate.com.au

Phone: +61 3 9894 2044 Mob: Fax: Ref: Anthony Molinaro

## VENDOR

Name: MARIANNE JEANETTE PIENING

Address: 9/15 Dunes Court, Peregian Springs Queensland 4573

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Macpherson Kelley

Address: [40-42 Scott Street, Dandenong 3175]

Email: jenny.thame@mk.com.au

Phone: +61 3 9794 2600 Mob: Fax: +61 3 9794 2500 Ref: JAT:335537

## PURCHASER

Name:

Address:

Email:

Phone: Mob: Fax:

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Phone: Mob: Fax: Ref:

## LAND (general conditions 3 and 9)

The land is the described below:

| Certificate of Title reference | | being lot | on plan |
|---|---|---|---|
| Volume 08618 | Folio 641 | 103 | 067983 |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: **37 Einstein Avenue, Mulgrave, Victoria 3170**

## GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings.

**PAYMENT** (general condition 11)

Price $ ..................

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

Balance $ .................. payable at settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**SETTLEMENT** (general condition 10)

**is due**

**LEASE** (general condition 1.1)

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

If '**subject to lease**' then particulars of the lease are:

..................

**TERMS CONTRACT** (general condition 23)

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

**LOAN** (general condition 14)

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

Lender: ..................

Loan Amount: $ .................. Approval Date: / /

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appears in this box:

**special conditions**

**BUILDING REPORT** (Special Condition 19)

Special Condition 20 applies only if this box is checked ☐

**PEST REPORT** (Special Condition 20)

Special Condition 21 applies only if this box is checked ☐

**GST WITHHOLDING** (Special Condition 18)

Notice is required if taxable supply of residential premises or potential residential land.

Notice required to be given by Vendor ☒ Yes / ☐ No

Withholding required by Purchaser ☐ Yes / ☒ No

No withholding for residential premises because:

- Vendor not registered or required to be registered ☐
- The premises are not new ☒
- The premises were created by substantial renovation ☐
- The premises are commercial residential premises ☐

No withholding for potential residential land because:

- Vendor not registered or required to be registered ☐
- The Land includes a building used for commercial or industrial purposes ☐
- The Purchaser is registered for GST and acquires the Property for a creditable purpose ☐

## VENDOR/SUPPLIER GST WITHHOLDING NOTICE

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

To:

Purchaser/Recipient: As named in this Contract

Property address: 37 Einstein Avenue, Mulgrave, Victoria 3170

Lot No 103 Plan of Subdivision 067983

[cross out whichever is not applicable]

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

From:

Vendor/Supplier: As named in this Contract

Dated: Date of this Contract

Signed by or on behalf of the Vendor/supplier: Macpherson Kelley

# CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

## TITLE

### 1. Encumbrances

1.1 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 in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'section 32 statement' means a 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.

### 2. Vendor warranties

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

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

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to 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.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

### 3. Identity of the land

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

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

### 4. Services

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

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

## 5. Consents

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

## 6. Transfer

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

## 7. Release of security interest

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

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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.

7.6 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 7.5 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay:

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

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

## 8. Builder warranty insurance

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

## 9. General law land

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

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

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

# MONEY

## 10. Settlement

10.1 At settlement:

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

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

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

## 11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.

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

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

### 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

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

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

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

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

13.4 If the particulars of sale specify that the supply made under this contract is 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.

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

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

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

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

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

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

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

### 14. Loan

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

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

(a) immediately applied for the loan; and

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

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

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

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

### 15. Adjustments

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

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

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

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

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

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

## TRANSACTIONAL

### 16. Time

16.1 Time is of the essence of this contract.

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

### 17. Service

17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

### 18. Nominee

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

### 19. Liability of signatory

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

### 20. Guarantee

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

### 21. Notices

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

### 22. Inspection

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

### 23. Terms contract

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

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

## 24. Loss or damage before settlement

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

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

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

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

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

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

## 25. Breach

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

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

# DEFAULT

## 26. Interest

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

## 27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## 28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

## SPECIAL CONDITIONS

### 1. Defined terms and interpretation

1.1 In this Contract, capitalised terms have the meaning given in the Particulars of Sale and:

**Act** means the *Sale of Land Act 1962* (Vic);

**Balance** means the balance of the Price to be paid on the due date for Settlement;

**Bank** means an authorised deposit-taking institution under the *Banking Act 1959* (Cth);

**Business Day** means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Victoria;

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Contract;

**Contract** means this contract of sale and includes the Vendor's Statement, Particulars of Sale, General Conditions, Special Conditions (if any), Guarantee and Indemnity, and any annexures or schedules attached to it;

**Corporations Act** means *Corporations Act 2001* (Cth);

**Day of Sale** means the date upon which both the Vendor and the Purchaser signed this Contract;

**Deposit** means the deposit stated in the Particulars of Sale;

**EES** means electronic execution service;

**Electronic Conveyancing National Law** means the *Electronic Conveyancing (Adoption of National Law) Act 2013* (Vic);

**Electronic Network Operator** has the meaning given in the Electronic Conveyancing National Law;

**Estate Agent** means the estate agent (if any) appointed by the Vendor as stated in the Particulars of Sale;

**Foreign Person** has the meaning given in the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the *Foreign Acquisitions and Takeovers Regulations 1989* (Cth);

**FIRB** means Foreign Investment Review Board as appointed by the Treasurer of Australia and includes the Federal Minister who administers the Government's foreign investment policy under the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

**FIRB Approval** means the Purchaser's approval to purchase Property under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) in the form of:

(a) a statement that there are no objections to the Purchaser buying the Property; or

(b) written consent or approval to the Purchaser buying the Property;

**General Conditions** means the general conditions numbered 1 to 28 (inclusive) included in this Contract, as amended by the Special Conditions;

**Goods** means the plant, equipment, goods, fixtures and fittings listed in the Particulars of Sale, or as contained in the Goods Schedule (if any);

**Government Agency** means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local;

**Guarantee and Indemnity** means the guarantee and indemnity attached as Annexure A;

**Guarantor** means the guarantor named in the Guarantee and Indemnity;

**Keys** means any keys, security devices and codes for the Property;

**Land** means the land described in the Particulars of Sale;

**Legal Practitioner** includes a conveyancer who is a licensee within the meaning of the *Conveyancers Act 2006* (Vic);

**Liability** means a liability (whether actual, contingent or prospective), loss, damages, outgoing, cost (including legal costs and accounting costs on an indemnity basis) and any expense, whether or not ascertained, including any liability for any Tax;

**Nominee** means the party nominated by the Purchaser (if any) as purchaser under Special Condition 4.1;

**Particulars of Sale** means the particulars of sale in this Contract;

**Purchaser** means the purchaser stated in the Particulars of Sale and includes their successors and assigns;

**Purchaser's Legal Practitioner** means the Legal Practitioner for the Purchaser stated in the Particulars of Sale;

**Price** means the price stated in the Particulars of Sale as the consideration for the purchase of the Property;

**Property** means the Land and any Goods;

**Proportion** means, if there is more than one purchaser, the proportion of the Land each purchaser takes on the Settlement Date;

**Representative** means a Legal Practitioner appointed by the Purchaser for the purpose of complying with Special Conditions 17 and 18;

**Restrictions** means any restrictions affecting the condition or use of the Land, including any of the following:

(a) misdescription of the Land or inaccuracy in its area or measurements;

(b) laws affecting the Land and any failure to comply with those laws;

(c) rights of or claims by any Government Agency;

(d) improvements not being erected within the boundaries of the Land; or

(e) improvements encroaching onto the Land;

**Settlement** means the date stated in the Particulars of Sale.

**Settlement Date** means the date on which the Purchaser:

(a) is given vacant possession of the Property, or receipt of the rent and profits; and

(b) accepts title and pays the Balance;

**Special Conditions** means the special conditions included in this Contract;

**SRO** means the State Revenue Office of Victoria;

**Tax** means any tax, levy, charge, impost, fee, deduction, withholding or duty, including any transaction duty or any goods and services tax (including GST), value added tax or consumption tax, which is imposed or collected by a Government Agency, except where the context requires otherwise. This includes any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts;

**Transfer** means the instrument of transfer of the Land to the Purchaser;

**Vendor's Legal Practitioner** means the Legal Practitioner for the Vendor stated in the Particulars of Sale;

**Vendor's Statement** means a statement given by the Vendor under section 32 of the Act, a copy of which is attached to this Contract; and

**Workspace** means an electronic workspace, which includes an electronic address for serving notices and written communications under any Electronic Conveyancing National Law.

1.2 In this Contract, the following rules of interpretation apply, unless expressed to the contrary:

(a) headings do not affect the interpretation of this Contract.

(b) the singular includes the plural and vice versa.

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) the word 'includes' in any form is not a word of limitation.

(e) the meaning of 'or' is that of inclusion, being one, some or all of a number of possibilities.

(f) no rule of construction applies to the disadvantage of a party because that party was responsible for preparing this Contract or any part of it.

(g) a reference to:

(i) a gender includes all other genders;

(ii) a person includes a natural person, partnership, joint venture, Government Agency, association, corporation, or other body corporate;

(iii) a thing (including a chose in action or other right) includes a part of that thing;

(iv) a party includes its successors, executors, administrators, and permitted assigns;

(v) a document includes all amendments or supplements to that document;

(vi) a clause, term, party, schedule, or attachment is a reference to a clause or term of, or party, schedule, or attachment to this Contract;

(vii) this Contract includes all schedules and attachments to it;

(viii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated, or replaced;

(ix) an agency or body means, if that agency or body ceases to exist, any reconstituted or renamed agency or body or, failing that, the agency or body which most closely performs the previous functions of that agency or body;

(x) an agreement other than this Contract includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and

(xi) a monetary amount is in Australian dollars.

(h) an agreement on the part of two or more persons binds them jointly and severally.

(i) doing something on a:

(i) day, which is not a Business Day, means doing it on the following Business Day; and

(ii) specified date means it must be done by 5.00pm on that date and if done after that time, it is taken as done on the next day.

(j) the time of day, where relevant, is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose, time is Australian Eastern Standard Time (**AEST**).

## 2. General Conditions deleted or amended

2.1 General Condition 15.1 is amended by inserting a new sentence as follows:

*"Unless otherwise permitted by law, the Vendor must not adjust any land tax on the Land against the Purchaser at settlement and the Vendor must pay at settlement any land tax owing against the Land."*

2.2 General Condition 11.6 is amended by deleting and replacing the word "three" with "five".

2.3 General Condition 18 is deleted and replaced with Special Condition 3.

2.4 General Conditions 24.4 to 24.6 do not apply to this Contract.

2.5 General Condition 26 is amended by deleting and replacing "2%" with "4%".

## 3. Auction terms

3.1 If the Property is offered for sale by public auction the:

(a) Property is sold subject to the Vendor's reserve price;

(b) auctioneer may make one or more bids on the Vendor's behalf, at any time during the auction; and

(c) Property is sold subject to the *General Rules for the Conduct of Public Auctions of Land*, the *Rules for the Conduct of Public Auctions of Land* where one or more Vendors intend to bid, and the *Information Concerning the Conduct of Public Auctions of Land* included in the schedules to the *Sale of Land (Public Auctions) Regulations 2024* (Vic).

3.2 The auctioneer determines the minimum or maximum amount by which bidding may be advanced.

3.3 The bidder whose bid is accepted by the auctioneer is the Purchaser. No bid once made can be retracted. If a dispute arises, the auctioneer will determine the dispute or, at the auctioneer's or the Vendor's option, resubmit the Property for sale.

3.4 The Purchaser must within 20 minutes after the fall of the auctioneer's hammer, sign the Contract and pay the Deposit.

## 4. Nomination

4.1 The Purchaser may nominate a Nominee, no later than 10 Business Days before the due date for Settlement, by giving the Vendor's Legal Practitioner:

(a) written notice of nomination;

(b) if the Nominee is a company or an incorporated association, the Guarantee and Indemnity signed by each of the company's directors or the incorporated association's members; and

(c) if the Nominee is a trust, the Guarantee and Indemnity signed by the trust's primary beneficiaries and any corporate trustee's directors.

4.2 Despite the nomination, the Purchaser remains liable for performing all its obligations under this Contract.

4.3 At settlement, the Nominee must pay the Vendor $440.00 being the Vendor's legal costs of each nomination.

4.4 The Purchaser and each Guarantor indemnifies and keeps indemnified the Vendor from and against any Claim or Liability, including any duty, arising from this nomination.

## 5. Corporate Purchaser's representations and warranties

5.1 If the Purchaser is or includes a company or any incorporated association, it:

(a) must give the Vendor's Legal Practitioner the Guarantee and Indemnity signed by all the Purchaser's directors, on the Day of Sale (time being of the essence); and

(b) represents and warrants to the Vendor that:

(i) it has the power to enter into and comply with the Purchaser's obligations;

(ii) it is authorised to enter into this Contract, and be bound by its terms;

(iii) the Purchaser's obligations are valid and binding and are enforceable against it; and

(iv) this Contract does not contravene:

(A) the Purchaser's constituent documents;

(B) any laws; or

(C) any of its obligations or undertakings by which it or any of its assets are bound; and

(v) this Contract does not limit its powers or cause its directors' powers to be exceeded.

(c) If the Purchaser is a company:

(i) the Purchaser's signatories sign the Contract under sections 126 and 127(4) of the Corporations Act; and

(ii) Purchaser warrants (and the Purchaser's signatories separately warrant) that the Vendor may rely on the assumptions in section 129 of the Corporations Act, despite the Contract not being signed under section 127(1) of that Act.

5.2 An individual signing this Contract on a company's or an incorporated association's behalf, warrants that it is authorised to enter into this Contract on that company's or that incorporated association's behalf.

5.3 Unless expressly stated otherwise, if the Purchaser fails to comply with Special Condition 5.1(a), the Vendor may immediately end this Contract by notice in writing to the Purchaser and retain the Deposit.

5.4 If the Purchaser is a trustee of a trust:

(a) it signs this Contract both in its individual capacity and in its capacity as trustee of the Trust;

(b) all the Purchaser's agreements, warranties and obligations bind it in both capacities; and

(c) the Purchaser warrants that:

(ii) it is the only trustee of the Trust, and no action has been taken or proposed to remove it as trustee;

(iii) it is not in default under the Trust's terms;

(iv) it has the power and authority under the Trust's terms to enter into and perform its obligations, including the power to purchase the Property;

(v) it enters into and performs its obligations for the benefit of the Trust's beneficiaries, whose consents (if required) have been obtained;

(vi) it has a right to be fully indemnified out of the Trust assets for all its obligations and liabilities incurred under this Contract, and the Trust's assets are sufficient to satisfy that right; and

(vii) pending settlement the Purchaser must not, without the Vendor's prior written consent (which may be withheld in its absolute discretion):

(A) resign as the Trust's trustee or permit any substitute or additional trustee to be appointed;

(B) do anything which may result in ending the Trust;

(C) do anything which may result in varying the Trust's terms;

(D) vest or distribute or advance any of the Trust's property to any beneficiary or sell any of Trust's property except in the ordinary course of business; or

(E) do anything which may result in resettling the Trust's funds.

## 6. Electronic conveyancing

6.1 Settlement and lodgement must be conducted electronically under the Electronic Conveyancing National Law. If inconsistent with any other term of this Contract, this Special Condition takes priority.

6.2 A party must immediately give the other party written notice if that party reasonably believes that settlement and lodgement cannot be conducted electronically.

6.3 Each party must:

(a) be, or engage a subscriber under the Electronic Conveyancing National Law;

(b) ensure that anyone for whom that party is responsible and who is associated with this transaction is, or engages, a subscriber under the Electronic Conveyancing National Law; and

(c) conduct the transaction as required by the Electronic Conveyancing National Law.

6.4 The Vendor must:

(a) open the Workspace as soon as reasonably practicable; and

(b) nominate a time for locking the Workspace at least five Business Days before the due date for Settlement.

6.5 Settlement occurs when the Workspace records that:

(a) the funds or value have been exchanged between the financial institutions under the parties' instructions; or

(b) if there is no exchange of funds or value, the documents required for the Purchaser to become the registered proprietor of the Land have been accepted for electronic lodgement.

6.6 If, after locking the Workspace at the nominated settlement time, settlement has not occurred under Special Condition 6.5 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm, the parties must do everything reasonably required to effect settlement:

(a) electronically on the next Business Day; or

(b) at either party's option, otherwise than electronically as soon as possible.

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

6.8 Before settlement, the Vendor must:

(a) subject to Special Condition 6.8(b), deliver the Keys to the Estate Agent;

(b) direct the Estate Agent to give the Purchaser or the Nominee the Keys, when the Vendor, the Vendor's subscriber, or the Electronic Network Operator notifies of settlement;

(c) deliver all other documents and items (other than the Goods, if any) to which the Purchaser is entitled, and the Keys if not delivered to the Estate Agent, to:

(i) the Vendor's subscriber; or

(ii) if there is no Vendor's subscriber, confirm in writing that those documents, items, and Keys are at the Property; and

(d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber), give the Purchaser or the Purchaser's Nominee, everything referred to in this Special Condition 6.8, when notified of settlement by the Electronic Network Operator.

6.9 If the Purchaser cannot conduct the settlement electronically, it must:

(a) advise the Vendor of this no later than 15 Business Days before settlement is due to occur; and

(b) pay $770.00 to the Vendor's Legal Practitioner at settlement for the Vendor's additional legal cost.

6.10 The Vendor is not required to settle until the amount referred to in Special Condition 6.9(b) is paid.

6.11 The Vendor's rights under this Special Condition 6 are in addition to any other right the Vendor may have under this Contract and common law.

## 7. Signing Contract electronically

7.1 This Special Condition 7 applies if this Contract is signed electronically using an EES. By signing this Contract, the Purchaser consents to the information in the Vendor's Statement and this Contract being given by way of electronic communication.

7.2 The Purchaser must:

(a) comply, and must ensure that its authorised representatives comply with all processes and instructions for using the EES to sign and to give effect to this Contract; and

(b) not engage in any conduct which may place the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner in breach of their obligations under any agreement with the EES provider for providing the EES.

7.3 The Purchaser agrees that the date, time, and location of the Purchaser's electronic signature may be recorded by the EES provider and used by the Vendor to determine when and where this Contract was signed by or on the Purchaser's behalf.

7.4 The Purchaser must and must ensure its employees and agents do everything the Vendor requires to give effect to this Contract, including signing and delivering hard copies to the Vendor.

7.5 If the Purchaser signs the Contract electronically, the Vendor may also sign the Contract electronically using the EES. If the Vendor does so, signed copies of the Contract must be exchanged via the EES and the Contract is legally binding on the parties.

7.6 The Vendor may, however, sign the Contract using means other than the EES. If the Vendor does sign using other means, the parties must exchange physical copies of the signed Contract.

7.7 If the Purchaser is a company the:

(a) Purchaser's signatories sign the Contract under sections 126 and 127(4) of the Corporations Act; and

(b) Purchaser warrants (and the Purchaser's signatories separately warrant) that the Vendor may rely on the assumptions in section 129 of the Corporations Act, despite the Contract not being signed under section 127(1) of that Act.

## 8. Accepting the Property

8.1 The Purchaser warrants that it:

(a) enters into this Contract relying on its own searches, inspection and enquiries; and

(b) accepts the condition of the Property and the Goods as at the Day of Sale.

8.2 The Vendor does not warrant or represent that the:

(a) Land is identical to the land described in the Particulars of Sale; or

(b) Property complies with any Laws affecting the Land and any Government Authority's requirements.

8.3 The Vendor makes no warranty or representation about the condition of the Property.

## 9. Restrictions

9.1 Subject to any warranties given in General Condition 2 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation, or warranty about:

(a) title to the Property and Goods;

(b) any encumbrances affecting the Property;

(c) the neighbourhood of the Property;

(d) the suitability of the Property or the Goods for any particular use;

(e) its rights and powers relating to the Property;

(f) the services and utilities to the Property;

(g) the occupation of the Property;

(h) any financial return or income to be derived from the Property; or

(i) whether any environmental liability applies to the Property.

9.2 The Purchaser buys the Property subject to the Restrictions (if any).

9.3 The Purchaser cannot:

(a) make any requisition or objection, claim, compensation, or refuse or delay paying the Price because of any Restriction; or

(b) call upon the Vendor to:

(i) amend title or pay the cost of amending title; or

(ii) fix any Restriction or pay the cost of fixing any Restriction.

## 10. Planning

10.1 The Vendor does not warrant that the Property may be used for any particular purpose.

10.2 The Purchaser buys the Property subject to any restrictions on its use under:

(a) the applicable planning scheme;

(b) any planning permits for or affecting the Property; and

(c) any other planning controls affecting the Property.

10.3 The Purchaser cannot object to or claim any compensation because of anything in this Special Condition 10.

## 11. Duty

11.1 The Purchaser acknowledges that:

(a) the Vendor makes no warranty or representation about the amount of duty payable under this Contract; and

(b) it has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations; and

(c) it is liable for all duty.

11.2 The Purchaser cannot:

(a) make any requisition, objection or Claim in connection with the duty payable under this Contract;

(b) delay or postpone settlement or retain any part of the Price because of any legislative change, or any ruling or determination made by the SRO affecting the duty payable under this Contract.

11.3 The Purchaser must advise the Vendor's Legal Practitioner at least 35 Business Days before settlement, or as soon as practicable after the Day of Sale (whichever is the earlier), if the SRO considers the duty assessment to be complex.

11.4 If Special Condition 11.3 applies, unless the Purchaser advises the Vendor no later than five Business Days before the due date for Settlement that it has received a stamp duty assessment from the SRO, it must, if there is any delay in Settlement, pay the Vendor:

(a) penalty interest from the due date for Settlement until settlement occurs; and

(b) all other expenses the Vendor incurs because of any delay in Settlement, including the expenses referred to in Special Condition 12.

## 12. Default

12.1 Without limiting the Vendor's rights or the Purchaser’s obligations, if the Vendor gives the Purchaser a default notice, the Purchaser must pay to the Vendor or as the Vendor directs:

(a) expenses incurred by the Vendor because of the default including all:

(i) legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the default notice and obtaining advice; and

(ii) additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and

(b) interest under General Condition 26.

12.2 If the Purchaser cannot perform any of its obligations on time, it must, in addition to interest due under General Condition 26:

(a) reimburse the Vendor for all reasonably foreseeable Liabilities; and

(b) pay the Vendor's additional legal costs of $700.00 plus GST, for each default.

## 13. Indemnity

13.1 The Purchaser indemnifies and keeps the Vendor harmless from and against all Claims or Liabilities which the Vendor may incur in connection with the Purchaser:

(a) breaching a warranty in this Contract; or

(b) failing to comply with the terms of this Contract.

13.2 Each indemnity is a continuing obligation, separate and independent from the Purchaser's other obligations, and survives this Contract being terminated.

## 14. Foreign investment review board

14.1 The Purchaser warrants that it does not require FIRB Approval to enter into this Contract.

14.2 The Purchaser indemnifies and keeps the Vendor harmless from and against all Claims or Liabilities which the Vendor may incur in connection with a breach of this Special Condition 14. This Special Condition does not merge on settlement.

## 15. Reimbursement refund or rebate

15.1 The Purchaser must, immediately upon receiving it, repay to the Vendor any reimbursement, refund or rebate of any charge, levy, Tax, or special payment incurred and paid by the Vendor to any Government Authority for the Property.

15.2 This Special Condition 15 does not merge on settlement.

## 16. Fractional interests

If there is more than one Purchaser each Purchaser must:

(a) ensure that this Contract correctly records the Proportion they are buying at the Day of Sale; and

(b) pays any additional duty assessed on the Transfer, if the Proportion noted in the Transfer differs from that noted in this Contract.

## 17. Foreign resident capital gains withholding

17.1 Unless the context requires otherwise, words or expressions in this Special Condition 17 which are defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth), have the meaning given in that Subdivision.

17.2 Each Vendor is a foreign resident for the purposes of this Special Condition 17, 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 period specified in the clearance certificate must include the due date of Settlement.

17.3 This Special Condition 17 only applies if the Purchaser is required to pay the Commissioner an amount under section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because:

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

(b) the Property is or will have a market value not less than the amount stated in section 14-215 of that Act just after the transaction, and

(c) the transaction is not excluded under section 14-215(1) of that Act.

17.4 The amount referred to in Special Condition 17.3, must be deducted from the Vendor's entitlement to the Price. The Vendor must pay to the Purchaser at settlement that part of the amount which constitutes a non-monetary consideration.

17.5 The Purchaser must:

(a) engage a Representative to conduct all the legal aspects of settlement, including performing the Purchaser's obligations in this Special Condition 17; and

(b) ensure that the Representative complies with this Special Condition 17.

17.6 The terms of the Representative's engagement are taken to include instructions to consider the Vendor's interests, and instructions that the Representative must:

(a) pay, or ensure the required amount is paid to the Commissioner as soon as reasonably and practicably possible, from moneys under the Representative's control or direction under this Special Condition 17, if the Property sale settles;

(b) promptly give the Vendor proof of payment; and

(c) otherwise comply or ensure this Special Condition 17 is complied with.

17.7 Special Condition 17.6 applies, despite any:

(a) contrary instructions, other than from both the Purchaser and the Vendor; and

(b) other contrary term of the Contract.

17.8 The Representative is taken to have complied with Special Condition 17.6 if the:

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

(b) amount is included in the settlement statement and requires it be paid to the Commissioner for this transaction.

17.9 The Vendor must at least five Business Days before the due date for Settlement, give the Purchaser a clearance certificate or document which shows the amount under section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) has been varied.

17.10 The Vendor must, within five Business Days of the Purchaser's request, give the Purchaser whatever information the Purchaser requires for it to comply with its obligation to pay the amount under section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The Vendor warrants that the information it gives the Purchaser is true and correct.

17.11 The Purchaser must pay any penalties or interest for late payment of monies payable to the Commissioner under this Special Condition 17.

## 18. GST Withholding

18.1 Unless the context requires otherwise, words and expressions in this Special Condition 18 which are 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 meaning given or used in those Acts.

18.2 This Special Condition 18 applies if the Purchaser is required to pay the Commissioner an amount under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the Property is:

(a) new residential premises or potential residential land in either case falling within the parameters of that section; and

(b) if section 14-255 of that Act applies to the sale.

Nothing in this Special Condition 18 relieves the Vendor from complying with section 14-255.

18.3 The amount payable to the Commissioner under this Special Condition 18, must be deducted from the Vendor's entitlement to the contract consideration whether or not the Vendor gives the Purchaser a GST withholding notice under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The Vendor must pay to the Purchaser at settlement, that part of the amount which constitutes non-monetary consideration.

18.4 The Purchaser must:

(a) engage a Representative to conduct all the legal aspects of settlement, including performing the Purchaser's obligations under that Act and this Special Condition 18, including:

(i) if the Purchaser is constituted by more than one entity (including the Nominee), giving the Vendor written notice no less than 45 Business Days before the settlement, as to the Proportion each transferee takes on the Settlement Date;

(ii) completing and lodging with the Australian Taxation Office:

(A) a GST Property Settlement Withholding Notification at least 10 Business Days before the due date for Settlement; and

(B) a GST Property Settlement Date Confirmation on the Settlement Date, and giving the Vendor a copy of the Australian Taxation Office's receipt for this, before the Settlement Date; and

(iii) giving the Vendor the Lodgement Reference Number and the Payment Reference Number at least three Business Days before the Settlement Date; and

(b) ensure that the Representative complies with this Special Condition 18.

18.5 The Representative's engagement terms are taken to include instructions to consider the Vendor's interests and instructions that the Representative must:

(a) pay, or ensure the required amount is paid to the Commissioner as soon as reasonably and practicably possible, from moneys under the Representative's control or direction under this Special Condition 18, when the Property sale settles;

(b) promptly give the Vendor proof of payment, including any notice or other document the Purchaser gives the Commissioner relating to payment; and

(c) otherwise comply or ensure this Special Condition 18 is complied with.

18.6 Special Condition 18.5 applies despite any:

(a) contrary instructions, other than from both the Purchaser and the Vendor; and

(b) other contrary term of the Contract.

18.7 The Representative is taken to have complied with Special Condition 18.5 if the:

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

(b) amount is included in the settlement statement and requires it to be paid to the Commissioner for this transaction.

18.8 If settlement is not conducted as required by Special Condition 18.7(a), the Purchaser must at settlement give the Vendor a bank cheque for the amount required by section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). Providing a bank cheque under this Special Condition 18.8, constitutes compliance with Special Condition 18.7(a).

18.9 If the Purchaser provides a bank cheque under Special Condition 18.8, the Vendor must:

(a) give the Purchaser at settlement, a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque; and

(b) immediately after settlement, pay the bank cheque to the Commissioner.

18.10 The Vendor must give the Purchaser:

(a) information the Purchaser requires to comply with its obligation to pay the amount under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and

(b) a notification of GST withholding obligations under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

18.11 The Vendor warrants that:

(a) the information it gives the Purchaser under Special Condition 18.10 is true and correct;

(b) at settlement the premises are not new residential premises or potential residential land 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 so that the Purchaser is not required to make a payment under section 14-250 for the supply; and

(c) the amount described in a written notice referred to in Special Condition 18.11(b), is the correct amount to be paid under section 14-250 of that Act.

18.12 The Purchaser must pay any penalties or interest payable to the Commissioner for non-payment or late payment of the amount, except if the:

(a) penalties or interest arise from the Vendor's failure, including breach of a warranty in Special Condition 18.11, or

(b) Purchaser reasonably believes that the Property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner under section 14-250(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth); or

(c) Purchaser gives the Vendor a cheque at settlement under Special Condition 18.8.

The Vendor must pay any penalties or interest payable to the Commissioner for non-payment or late payment of the amount if any of the exceptions in this Special Condition 18.12 apply.

18.13 The Purchaser acknowledges that:

(a) the requirements of Special Condition 18.4 are pre-settlement conditions;

(b) if the Purchaser fails to comply with Special Condition 18.4 within the period specified in that Special Condition, the Vendor is not required to settle until the nominated number of days after the date the Purchaser complies; and

(c) the Purchaser is deemed to be in default during the period from the date the Purchaser was required to comply, and when settlement occurs, and it is liable for penalty interest during this period.

## 19. Building inspection

19.1 This Special Condition 19 only applies if the applicable box in the Particulars of Sale is checked.

19.2 The Vendor must upon receiving reasonable notice, give the Purchaser's registered building practitioner access to the Property for the purpose of preparing a report.

19.3 The Purchaser may end this Contract within 10 Business Days from the Day of Sale if the Purchaser:

(a) obtains a written report from a registered building practitioner or architect disclosing a defect in the Property which it designates as a major building defect;

(b) gives the Vendor a copy of that report and a written notice ending this Contract; and

(c) is not then in default.

19.4 If the Contract is ended under this Special Condition 19, all money paid must be immediately refunded to the Purchaser.

## 20. Pest inspection

20.1 This Special Condition 20 only applies if the applicable box in the Particulars of Sale is checked.

20.2 The Vendor must, upon receiving reasonable notice, give the Purchaser's pest control operator access to the Property for the purpose of preparing a report.

20.3 The Purchaser may end this Contract within 10 Business Days from the Day of Sale if it:

(a) obtains a written report from a pest control operator licensed under Victorian law disclosing the Property has a current pest infestation which it designates as a major infestation;

(b) gives the Vendor a copy of that report and a written notice ending this Contract; and

(c) is not then in default.

20.4 If the Contract is ended under this Special Condition 20, all money paid must be immediately refunded to the Purchaser.

## 21. General

21.1 **Law and jurisdiction**

(a) This Contract is governed by the law of Victoria.

(b) The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.

21.2 **Amending this Contract**

This Contract may only be amended in writing, signed by all parties.

21.3 **Counterparts**

(a) This Contract may be signed in counterparts all of which taken together constitute one document.

(b) All parties agree that a facsimile of a party's signature or other electronically transmitted signature of a party is sufficient to bind them under the terms of this Contract.

21.4 **This is the entire agreement**

(a) This Contract supersedes all previous agreements of the parties concerning the subject matter and constitutes the entire agreement between the parties.

(b) The parties agree that in entering into this Contract each party has not relied on any representation, whether oral or written, made by the other party (or its agents or employees) other than as expressly stated in this Contract.

21.5 **Each party must do whatever is necessary**

Each party must do or refrain from doing whatever is reasonably required to give effect to this Contract, both before and after it is signed.

21.6 **Time is of the essence**

Time is of the essence. Each party must comply with its obligations strictly on time.

21.7 **Assigning this Contract**

A party must not, without obtaining the other party's written consent, assign this Contract or any right under it.

21.8 **Giving a notice**

(a) A notice or other communication given to a party under this Contract must be:

(i) in writing and addressed to that party at the address stated in this Contract, or as otherwise notified in writing by that party to the other party;

(ii) signed by the party making the communication or by that party's legal representative, or any attorney, director, secretary, or authorised agent of that party on its behalf; and

(iii) delivered by hand or posted by priority prepaid post to the party's address or emailed to the party's email address.

(b) A notice or other communication given to a party under this Contract is deemed delivered:

(i) if delivered by hand, upon delivery;

(ii) if posted within Australia to an Australian address, four Business Days after posting, and in any other case, ten Business Days after posting; or

(iii) if delivered by electronic mail, and the email is in a commonly used format, and any attached file is a pdf, jpeg, tiff or other commonly used format, subject to Special Condition 21.8(b)(iv) when the email left the sender's email system, unless the sender receives notice that the email was not received by the recipient; and

(iv) if received after 5:00pm in the place it is received or on a day which is not a business day in that place, at 9:00am on the next business day in that place.

21.9 **This Contract continues**

A term of this Contract that binds the Purchaser and is capable of having effect after the Settlement Date does not merge on or by virtue of settlement.

21.10 **Severability**

(a) If all or any part of a term of this Contract is unenforceable or invalid, it must:

(i) where possible, be interpreted as narrowly as necessary to allow it to be enforceable and valid; or

(ii) if it cannot be interpreted narrowly to allow it to be enforceable and valid, be severed from this Contract.

(b) The validity and enforceability of the remaining terms is not affected.

21.11 **No waiver**

(a) The failure of either party to enforce any term of this Contract is not a waiver of their right to enforce any term of this Contract at any later time.

(b) A right may only be waived in writing, signed by the parties.

21.12 **Dispute resolution guidelines**

The Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines do not apply to this Contract.

21.13 **Vendor’s Statement acknowledgment**

The Purchaser acknowledges receiving a signed Vendor’s Statement before entering into this Contract.

## Annexure A - Guarantee and Indemnity

To: The Vendor named in the Contract

By:

______________________ ____________________________________________________

Guarantor’s name Guarantor’s address

______________________ ____________________________________________________

Guarantor’s name Guarantor’s address

1. In this Guarantee and Indemnity, words starting with a capital letter which are defined in the Contract to which this Guarantee and Indemnity is annexed, have the meaning given in the Contract.

2. In consideration of the Vendor, at the Guarantor’s request, agreeing to sell the Property to the Purchaser on the terms stated in the Contract, the Guarantor agrees that it will on demand by the Vendor, immediately pay to the Vendor all money payable under the Contract, if the Purchaser defaults in:

   (a) paying the Deposit or balance of the Price or interest or other money payable under the Contract; or

   (b) performing any other term of the Contract.

3. As a separate and independent obligation, the Guarantor indemnifies holds harmless and keeps the Vendor indemnified from and against all Claims made against and Liabilities incurred by the Vendor, because of the Purchaser’s default or repudiation of the Contract.

4. This Guarantee and Indemnity binds each of the Guarantor’s legal personal representatives. It is a continuing guarantee and indemnity which is not released by the:

   (a) Vendor neglecting or forbearing to enforce payment of any money payable under the Contract; or

   (b) Purchaser performing any term of the Contract; or

   (c) Purchaser being granted time to pay or perform any term of the Contract; or

   (d) Purchaser nominating a Nominee; or

   (e) anything else which under the law relating to sureties would otherwise release the Guarantor or their legal personal representatives.

5. If the Guarantor comprises more than one person, this guarantee and indemnity binds all of them jointly and each of them severally, despite any person failing to sign or be bound by this Guarantee and Indemnity.

**Executed** as a deed on                                   of                                                   20   .

| | |
|---|---|
| **SIGNED SEALED AND DELIVERED** by<br>in the presence of: | |
| | Signature of Guarantor |
| Signature of Witness | |
| Name of Witness | |

| | |
|---|---|
| **SIGNED SEALED AND DELIVERED** by<br>in the presence of: | |
| | Signature of Guarantor |
| Signature of Witness | |
| Name of Witness | |

macpherson kelley.

DATED 2026

**MARIANNE JEANETTE PIENING**

# VENDOR'S STATEMENT

**Property:**

**37 Einstein Avenue, Mulgrave, Victoria 3170**

**Macpherson Kelley**
40-42 Scott Street
DANDENONG VIC 3175

Tel: +61 3 9794 2600
Fax: +61 3 9794 2500

Ref: JAT:335537

# VENDOR'S STATEMENT PURSUANT TO 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.*

**VENDOR** **MARIANNE JEANETTE PIENING**

**PROPERTY** **37 Einstein Avenue, Mulgrave**

## 1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

(b) 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 of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

(ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 **Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

1.5 **Commercial and Industrial Property Tax**

(a) Is the land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024*?

No

(b) The AVPCC (within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024*) most recently allocated to the land is:

110

(c) The entry date (within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024*) of the land under the *Commercial and Industrial Property Tax Reform Act 2024*:

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 the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

### 2.2 Owner-Builder

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

Not applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

(a) Is as set out in the attached copies of title documents otherwise none known to the vendor.

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

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

### 3.2 Road Access

There is access to the property by road.

### 3.3 Designated Bushfire Prone Area

The land is not in a bushfire prone area under section 192A of 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 are as follows:

Nil.

### 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:

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

**5. BUILDING PERMITS**

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

contained in the attached certificate.

**6. OWNERS CORPORATION**

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

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 **GAIC Recording**

The land is not affected by the GAIC.

**8. SERVICES**

The following services are **not** connected to the land:

(a) telephone services

**9. TITLE**

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information 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 the 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.*

Due diligence checklist is attached.

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

Date of this Statement: ................/.............../ ................... 01 May 2026

Signature of the vendor: Marianne Jeanette Piening .....................................................................

Marianne Jeanette Piening

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

Date of this Acknowledgment: ................/.............../ ...................

Signature/s of the purchaser: ..............................................................................................................................

Name/s of the purchaser: ..............................................................................................................................

# Due diligence checklist

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

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

## Urban living

### *Moving to the inner city?*

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

### *Is the property subject to an owners corporation?*

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

## Growth areas

### *Are you moving to a growth area?*

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

## Flood and fire risk

### *Does this property experience flooding or bushfire?*

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

## Rural properties

### *Moving to the country?*

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

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

### *Can you build new dwellings?*

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

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

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

## Soil and groundwater contamination

### *Has previous land use affected the soil or groundwater?*

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

## Land boundaries

### *Do you know the exact boundary of the property?*

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

## Planning controls

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

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

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

### *Are there any proposed or granted planning permits?*

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

## Safety

### *Is the building safe to live in?*

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

## Building permits

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

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

### *Are any recent building or renovation works covered by insurance?*

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

## Utilities and essential services

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

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

## Buyers' rights

### *Do you know your rights when buying a property?*

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

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 08618 FOLIO 641 Security no : 124133076885Q
Produced 18/03/2026 04:02 PM

## LAND DESCRIPTION

Lot 103 on Plan of Subdivision 067983.
PARENT TITLE Volume 08612 Folio 751
Created by instrument LP067983 31/05/1966

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARIANNE JEANETTE PIENING of 57 JELLS ROAD WHEELERS HILL VIC 3150
AV009907U 12/11/2021

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM038803W 17/07/2015
AFSH NOMINEES PTY LTD

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

## DIAGRAM LOCATION

SEE LP067983 FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 37 EINSTEIN AVENUE MULGRAVE VIC 3170

## ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 12/11/2021

DOCUMENT END

# LP 67983

EDITION 2
APPROVED 11/03/66

2 SHEETS
SHEET 1.

COLOUR CODE
E-1 = BLUE
E-2 = BROWN

NOTE:
LOT 190 HAS BEEN OMITTED FROM THIS PLAN

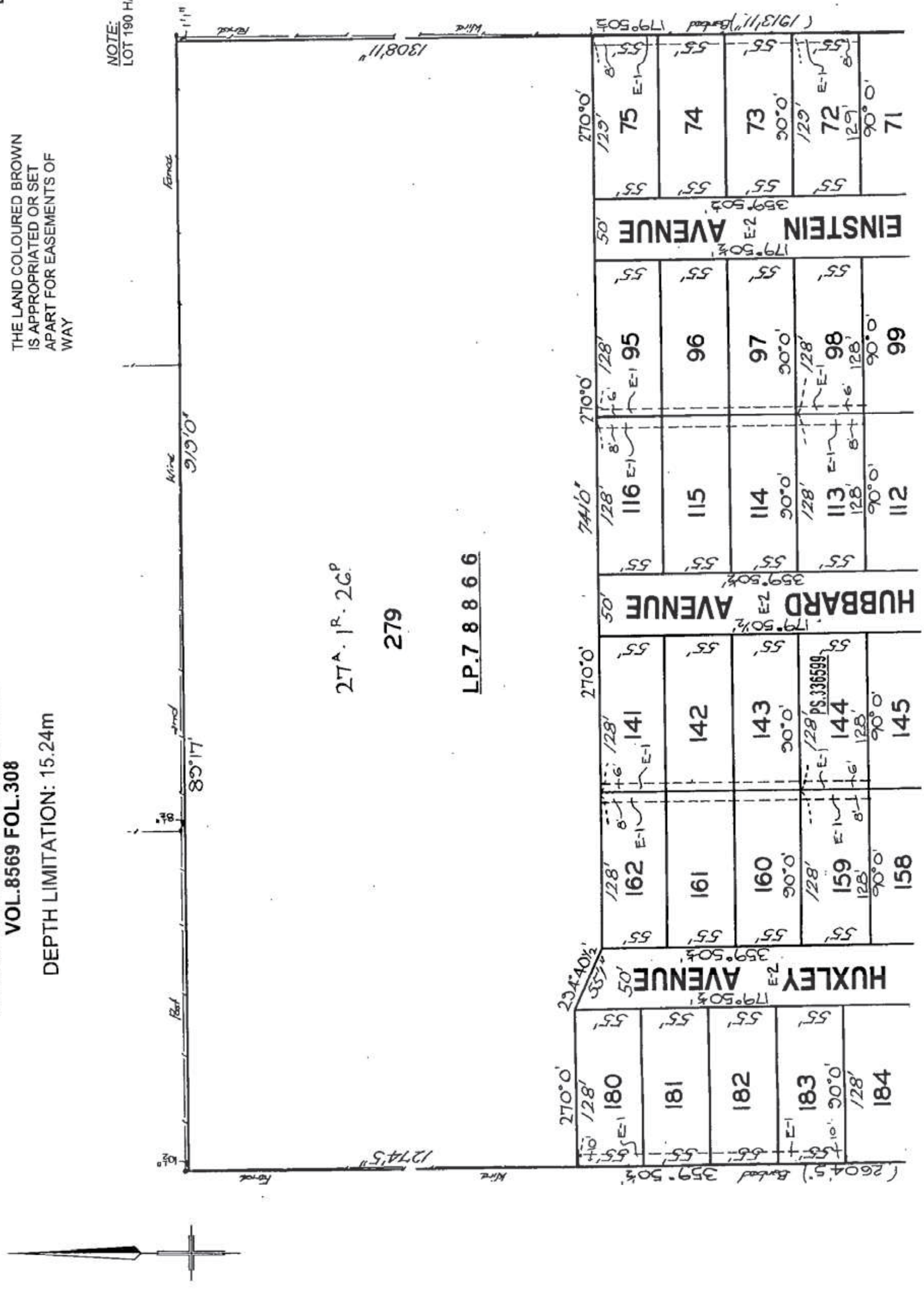
## APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

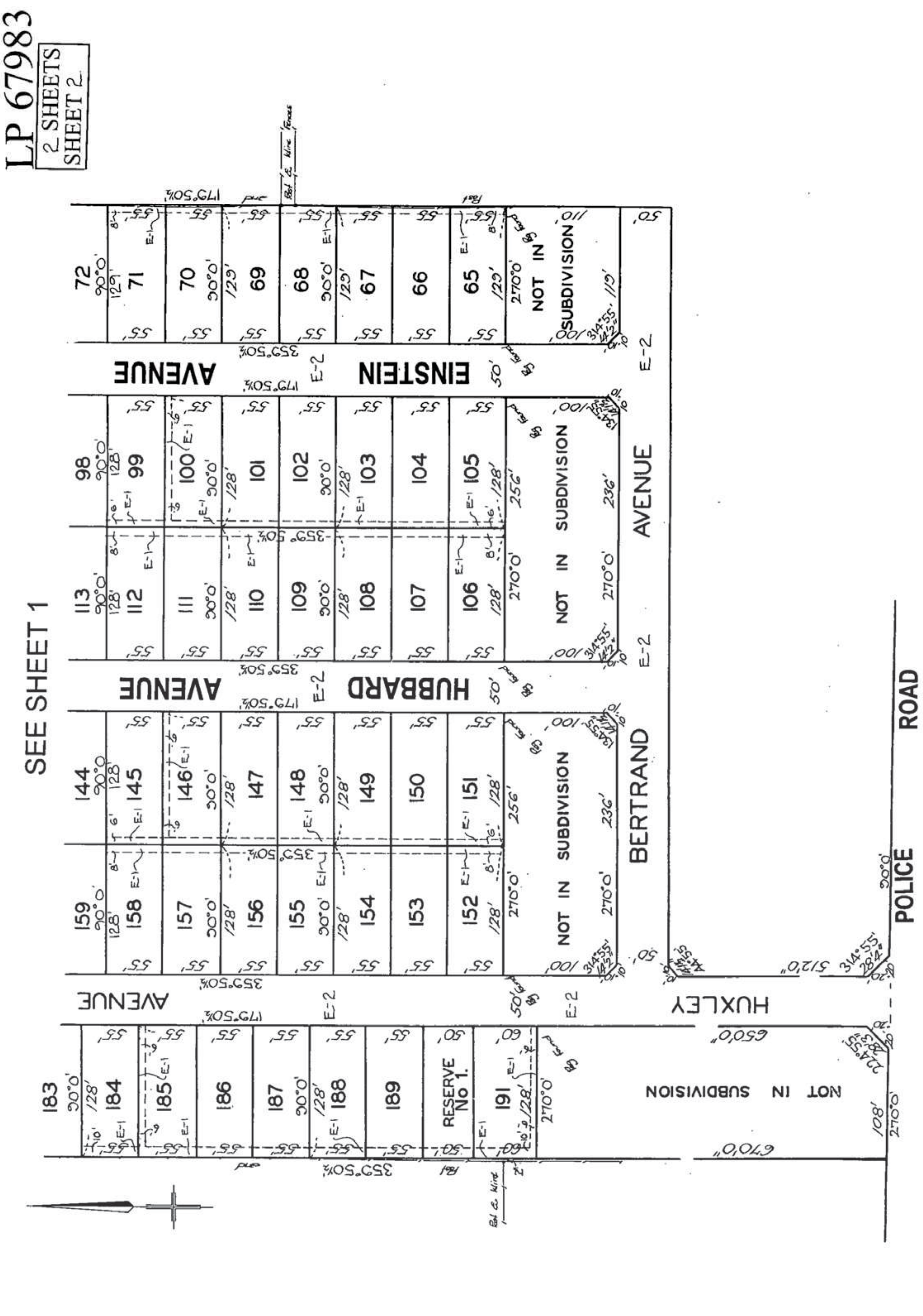
THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT D[1] SEC 2
**PARISH OF DANDENONG**
COUNTY OF BOURKE
MEASUREMENTS ARE IN FEET AND INCHES
**VOL.8569 FOL.308**

DEPTH LIMITATION: 15.24m




SEE SHEET 2


LP 67983
2 SHEETS
SHEET 2
SEE SHEET 1
EINSTEIN AVENUE
HUBBARD AVENUE
AVENUE
BERTRAND AVENUE
HUXLEY
POLICE ROAD
NOT IN SUBDIVISION
RESERVE No 1.
72 71 70 69 68 67 66 65
98 99 100 101 102 103 104 105
113 112 111 110 109 108 107 106
144 145 146 147 148 149 150 151
159 158 157 156 155 154 153 152
183 184 185 186 187 188 189 191
E-1
E-2

# MODIFICATION TABLE

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER**
**LP 67983**

| AFFECTED LAND / PARCEL | LAND / PARCEL / IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | TIME | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|---|---|---|---|---|---|---|---|
| LOT 144. | | SUBDIVISION | PS 336599 | | | 2 | AD |
| | | | | | | | |
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# PLANNING CERTIFICATE

*Official certificate issued under Section 199 Planning & Environment Act 1987*
*and the Planning and Environment Regulations 2005*

**CERTIFICATE REFERENCE NUMBER**

**1237177**

**APPLICANT'S NAME & ADDRESS**

**DONIKA SELIMI C/- GXS**

**DOCKLANDS**

**VENDOR**

**PIENING, MARIANNE**

**PURCHASER**

**TBD, TBD**

**REFERENCE**

**335537**

This certificate is issued for:

LOT 103 PLAN LP67983 ALSO KNOWN AS 37 EINSTEIN AVENUE MULGRAVE
MONASH CITY

The land is covered by the:
MONASH PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/monash)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

18 March 2026

**Sonya Kilkenny**
**Minister for Planning**

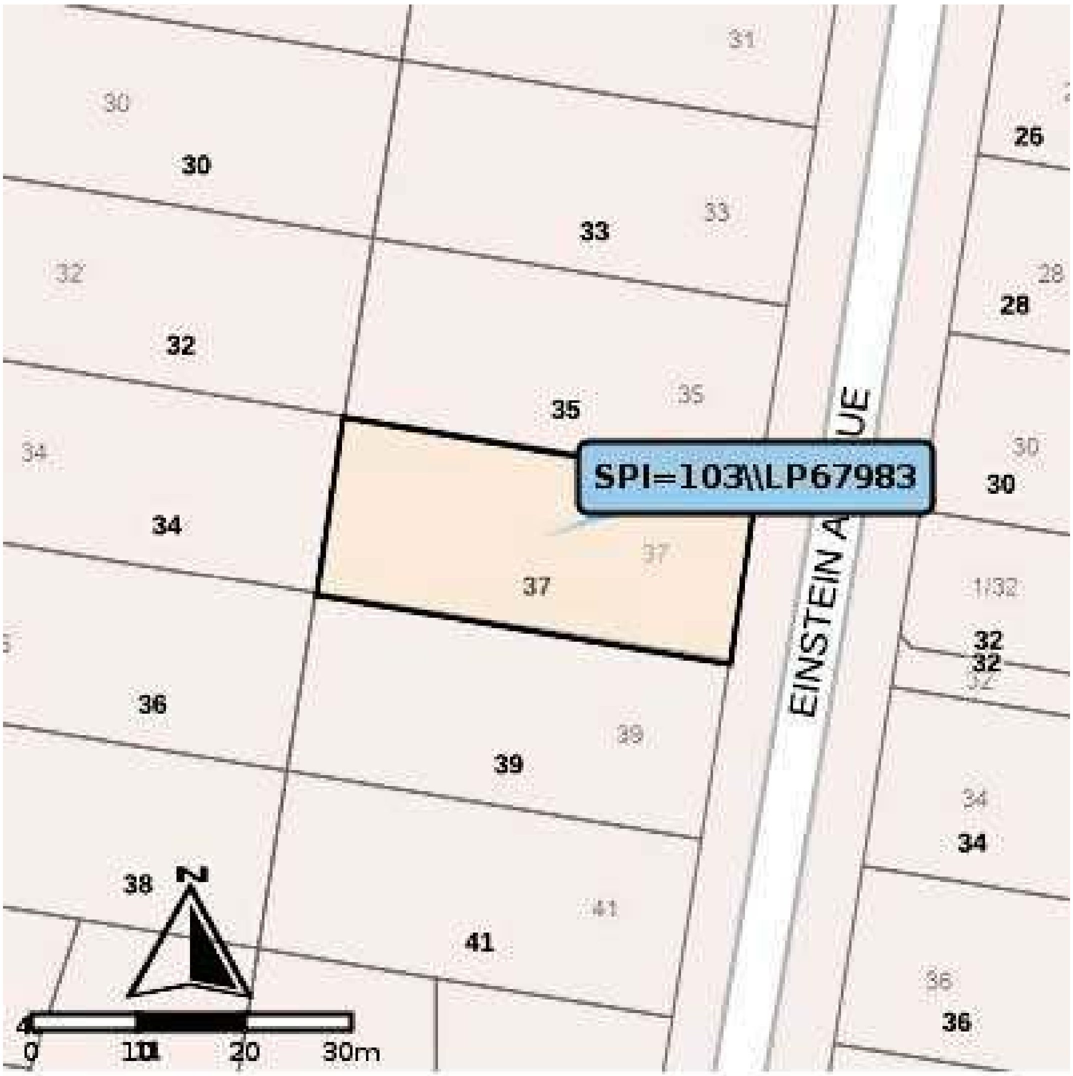
VICTORIA State Government

**The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.**

**The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.**

**If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au**

## Please note: The map is for reference purposes only and does not form part of the certificate.





### Choose the authoritative Planning Certificate

***Why rely on anything less?***

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

# PROPERTY REPORT

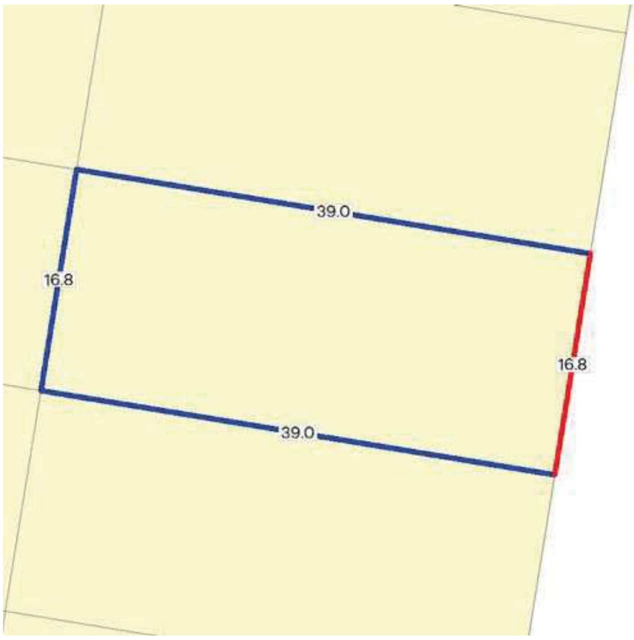
**Created at 18 March 2026 04:10 PM**

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **37 EINSTEIN AVENUE MULGRAVE 3170** |
| Lot and Plan Number: | **Lot 103 LP67983** |
| Standard Parcel Identifier (SPI): | **103\LP67983** |
| Local Government Area (Council): | **MONASH** www.monash.vic.gov.au |
| Council Property Number: | **211877** |
| Directory Reference: | **Melway 80 G5** |

## SITE DIMENSIONS

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




**Area:** 654 sq. m
**Perimeter:** 112 m
For this property:
Site boundaries
Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **MULGRAVE** |

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
**Vicplan** https://mapshare.vic.gov.au/vicplan/
**Property and parcel search** https://www.land.vic.gov.au/property-and-parcel-search

# PROPERTY REPORT

## Area Map

# PLANNING PROPERTY REPORT

VICTORIA State Government | Department of Transport and Planning



## PROPERTY DETAILS

| | | |
|---|---|---|
| Address: | **37 EINSTEIN AVENUE MULGRAVE 3170** | |
| Lot and Plan Number: | **Lot 103 LP67983** | |
| Standard Parcel Identifier (SPI): | **103\LP67983** | |
| Local Government Area (Council): | **MONASH** | www.monash.vic.gov.au |
| Council Property Number: | **211877** | |
| Planning Scheme: | **Monash** | Planning Scheme - Monash |
| Directory Reference: | **Melway 80 G5** | |

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **Yarra Valley Water** |
| Melbourne Water: | **Inside drainage boundary** |
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## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **MULGRAVE** |

## OTHER

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

View location in VicPlan

## Planning Zones

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


GRZ - General Residential

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

## Planning Overlays

No planning overlay found

## Further Planning Information

Planning scheme data last updated on 13 March 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.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) 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)

# Land Information Certificate

**Local Government Act 2020 - Section 121**
**Certificate Number:** **97859**
**Issued:** **19 March 2026**

This certificate **provides** information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 and Local Government Act 2020 or under a local law or by-law of the council, as at the above date.

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 the Council or the relevant authority. A fee may be charged for such information.

**Property Information:**

| | |
|---|---|
| Property location: | **37 Einstein Avenue MULGRAVE VIC 3170** |
| Title details: | **Lot 103 LP 67983 Parish of Dandenong** |
| AVPCC/Land Use: | **Land Use:** 110 **-** Detached Dwelling |

**Valuation details:**

| | |
|---|---|
| Current level of value date: | 1 January 2025 |
| Valuation date operative for rating purposes: | 1 July 2025 |
| Capital Improved Value: | 890,000 |
| Site Value: | 750,000 |
| Net Annual Value: | 44,500 |

This Council uses the 'Capital Improved Value' of the property for rating purposes.

**Due Dates for Payment:**

1. **Arrears Rates & Charges & Arrears Legal** - Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than $100.00 **or** any Arrears Legal then **the owner must contact** Council's recovery agency Collect AU agency on (03) 7004 8216 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised in the current year** - Immediately.
3. **In Full** - 16 February 2026. If the amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 30 September 2025, 1 December 2025, 2 March 2026 & 1 June 2026.
5. **Ten Instalments** – Commencing 1 September 2025 ending 1 June 2026.

***Rates & Charges - Multiple assessments may apply (see below) for the year ending: 30 June 2026:***

**Assessment No. 1385988**

| **Charges:** | |
|---|---|
| Residential/Supplementary Rate | 1,289.25 |
| Recycle and Waste Charge | 65.00 |
| Residential Waste | 417.00 |
| Emergency Services and Volunteers Fund - State Gov | 289.95 |

| **Pension Rebates (if applicable):** | |
|---|---|
| Residential/Supplementary Rate - Government | 0.00 |
| Residential/Supplementary Rate - Council | 0.00 |
| Emergency Services and Volunteers Fund - State Gov | 0.00 |
| Recycle and Waste Charge | 0.00 |
| Residential Waste | 0.00 |

| **Additional information and amounts:** | | |
|---|---|---|
| Arrears Rates & Charges | B/Fwd 01/07/2025 | 0.00 |
| Arrears Legal | B/Fwd 01/07/2025 | 0.00 |
| Interest raised current year on | Arrears Rates & Charges | 0.00 |
| Interest raised current year on | Overdue Instals/General/Supp Rates | 0.00 |
| Legal/Bank Fees | | 0.00 |
| Payments | | -2,061.20 |
| Overpayments | | 0.00 |
| Refunds | | 0.00 |
| ***BALANCE OWING*** | ***Assessment No. 1385988*** | ***$0.00*** |

The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement.

Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

**To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note,** overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

***Notices, Orders, Outstanding or Potential Liability / Subdivisional:***

**A. Potential liability for rates under the Cultural and Recreational Land Act 1963:**

- N/A

**B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:**

- N/A

**C. C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958, 1989 or 2020:**

- N/A

**D. Monies owed under Section 227 of the Local Government Act 1989 or Section 119 of the Local Government Act 2020:**

- N/A

**E. Flood levels specified by Council:**

- N/A

**F. Any money owned in relation to the land under section 94(5) of the Electricity Industry Act 2000**

- N/A

**G. Other Information under Section 121 (4) of the Local Government Act 2020:**

- A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquiries to Local Laws on (03) 9518 3555.

**H. Landfill Gas Risk Area**

Not applicable

-

**IMPORTANT TO NOTE:**

- Verbal confirmation of any variation to this certificate **will not** be given after 17 June 2026. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.
- All Notice of Acquisitions documents are to be sent to mail@monash.vic.gov.au

<table>
<tr><th colspan="6">HOW AND WHERE TO PAY OUTSTANDING RATES</th></tr>
<tr><td colspan="3">IN PERSON TO THE CASHIER MON- FRI 8.30AM to 5.00PM:</td><td>BY MAIL:</td><td rowspan="3">BPAY</td><td rowspan="3">Biller Code: 1826<br>REF: 0001385988<br>$0.00<br><br>Total Outstanding: $0.00</td></tr>
<tr><td>GLEN WAVERLEY OFFICE<br>293 SPRINGVALE RD<br>GLEN WAVERLEY</td><td colspan="2">OAKLEIGH OFFICE<br>3 ATHERTON RD<br>OAKLEIGH</td><td>CITY OF MONASH<br>PO BOX 1<br>GLEN WAVERLEY 3150</td></tr>
<tr><td colspan="4">CREDIT CARD</td></tr>
<tr><td colspan="2">By Phone<br>Call Council on (03) 9518 3555 and pay using your MasterCard, Visa, American Express</td><td colspan="2">Pay Online At:<br>www.monash.vic.gov.au/payments</td><td colspan="2" rowspan="2">Telephone & Internet Banking – BPAY<br>Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account.<br>More info: www.bpay.com.au</td></tr>
<tr><td colspan="2">1385988 - $0.00</td><td colspan="2">1385988 - $0.00</td></tr>
</table>

**PLEASE NOTE**: **The prescribed fee for a Land Information Certificate effective from 1 July 2025 is $30.60.**

I confirm I have received the sum of **$30.60** being the fee for this Certificate.

**Applicant details:**
Landata
GPO Box 527
MELBOURNE VIC 3001

Reference date: 18/03/2026
Reference no: 79987067-012-2:71465

Margaret D Spowart

MARGARET SPOWART
Manager Customer Experience

**Document summary:**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

18th March 2026

Donika Selimi C/- GXS
LANDATA

Dear Donika Selimi C/- GXS,

**RE: Application for Water Information Statement**

| | |
|---|---|
| **Property Address:** | 37 EINSTEIN AVENUE MULGRAVE 3170 |
| **Applicant** | Donika Selimi C/- GXS<br>LANDATA |
| **Information Statement** | 31020302 |
| **Conveyancing Account Number** | 7959580000 |
| **Your Reference** | 335537 |

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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

**Yarra Valley Water Property Information Statement**

| Property Address | 37 EINSTEIN AVENUE MULGRAVE 3170 |
|---|---|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

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ABN 93 066 902 501

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

**Melbourne Water Property Information Statement**

| | |
|---|---|
| Property Address | 37 EINSTEIN AVENUE MULGRAVE 3170 |

STATEMENT UNDER SECTION 158 WATER ACT 1989

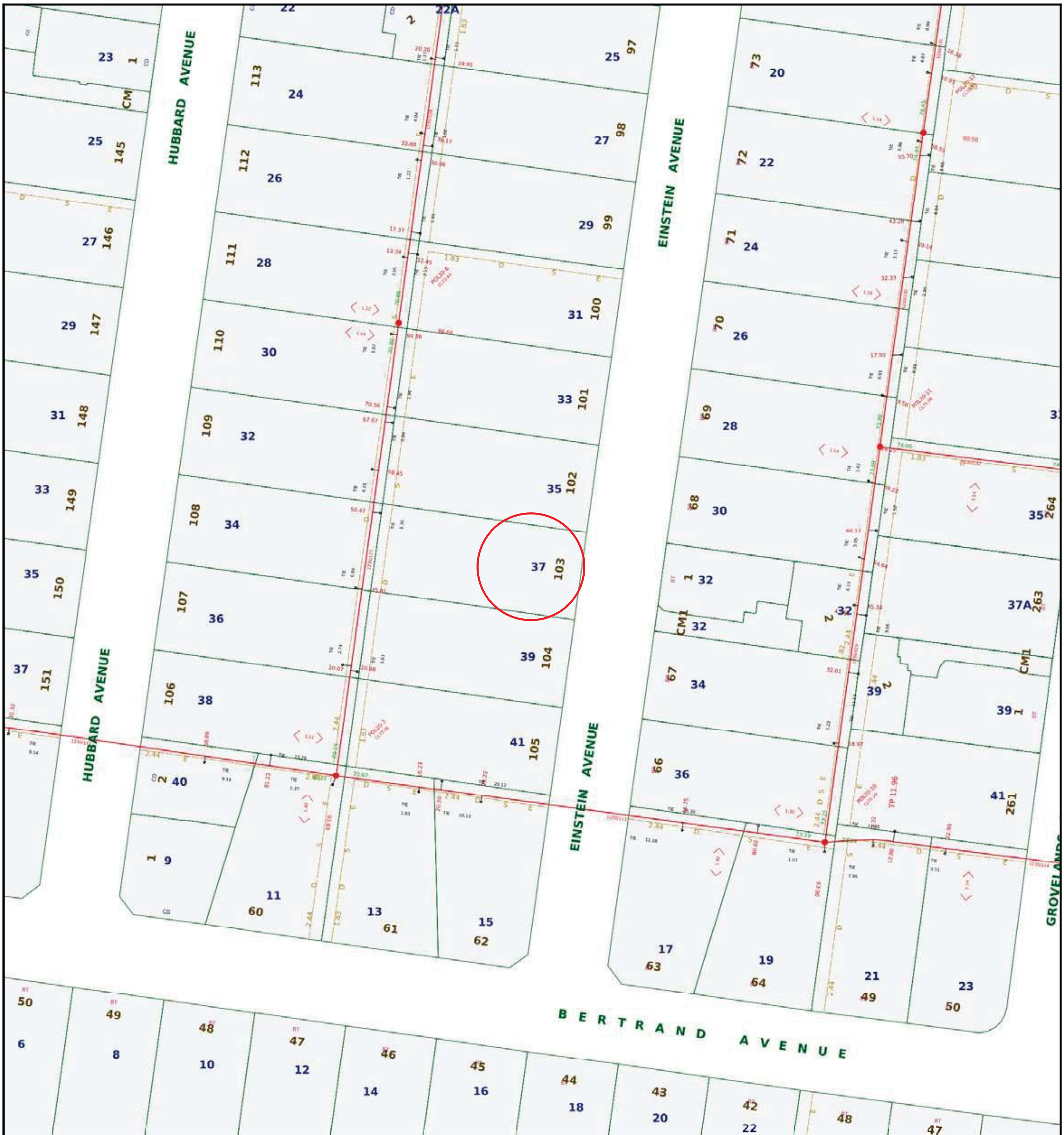
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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




| | | |
|---|---|---|
| **Yarra Valley Water**<br>**Information Statement Number: 31020302** | **Address** | 37 EINSTEIN AVENUE MULGRAVE 3170 |
| | **Date** | 18/03/2026 |
| | **Scale** | 1:1000 |

N

Yarra Valley Water
ABN 93 066 902 501

| | | | | | |
|---|---|---|---|---|---|
| Existing Title | | Access Point Number | GLV2-42 | MW Drainage Channel Centreline | |
| Proposed Title | | Sewer Manhole | | MW Drainage Underground Centreline | |
| Easement | | Sewer Pipe Flow | | MW Drainage Manhole | |
| Existing Sewer | | Sewer Offset | <1.00> | MW Drainage Natural Waterway | |
| Abandoned Sewer | | Sewer Branch | | | |

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

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Donika Selimi C/- GXS
LANDATA
certificates@landata.vic.gov.au

# RATES CERTIFICATE

**Account No:** 4878615506
**Rate Certificate No:** 31020302

**Date of Issue:** 18/03/2026
**Your Ref:** 335537

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---|---|---|---|
| 37 EINSTEIN AVE, MULGRAVE VIC 3170 | 103\LP67983 | 1301723 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|---|---|---|---|
| Residential Water Service Charge | 01-01-2026 to 31-03-2026 | $20.80 | $0.00 |
| Residential Usage Charge | | $0.00 | $0.00 |
| Residential Sewer Service Charge | 01-01-2026 to 31-03-2026 | $119.92 | $0.00 |
| Parks Fee | 01-01-2026 to 31-03-2026 | $22.14 | $0.00 |
| Drainage Fee | 01-01-2026 to 31-03-2026 | $30.82 | $0.00 |
| Residential Water and Sewer Usage Charge | | $0.00 | $0.00 |
| | | | |
| **Other Charges:** | | | |
| Interest | No interest applicable at this time | | |
| No further charges applicable to this property | | | |
| | | **Balance Brought Forward** | $0.00 |
| | | **Total for This Property** | $0.00 |

GENERAL MANAGER
RETAIL SERVICES

---

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
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DX 13204

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

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

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

---

**Property No:** 1301723

**Address:** 37 EINSTEIN AVE, MULGRAVE VIC 3170

**Water Information Statement Number:** 31020302

## HOW TO PAY

**Biller Code: 314567**
**Ref: 48786155065**

| Amount Paid | | Date Paid | | Receipt Number | |
|---|---|---|---|---|---|

# Property Clearance Certificate

*Land Tax*

DONIKA SELIMI

| | |
|---|---|
| **Your Reference:** | LD:79987067-009-2.335537 |
| **Certificate No:** | 98278908 |
| **Issue Date:** | 18 MAR 2026 |
| **Enquiries:** | ESYSPROD |

**Land Address:** 37 EINSTEIN AVENUE MULGRAVE VIC 3170

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 9004469 | 103 | 67983 | 8618 | 641 | $3,150.00 |

**Vendor:** MARIANNE PIENING

**Purchaser:** TBD TBD

| Current Land Tax | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MRS MARIANNE JEANETTE PIENING | 2026 | $750,000 | $3,150.00 | $0.00 | $3,150.00 |

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

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

**Comments:**

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

| 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): | $890,000 |
| SITE VALUE (SV): | $750,000 |
| **CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:** | **$3,150.00** |

# Notes to Certificate - Land Tax

**Certificate No:** 98278908

**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 = $3,150.00

Taxable Value = $750,000

Calculated as $2,250 plus ( $750,000 - $600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $8,900.00

Taxable Value = $890,000

Calculated as $890,000 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**

Biller Code: 5249
Ref: 98278908

**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: 98278908

**Visa or Mastercard**

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

**sro.vic.gov.au/paylandtax**

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

# Property Clearance Certificate

*Commercial and Industrial Property Tax*

*DONIKA SELIMI*

| | |
|---|---|
| **Your Reference:** | LD:79987067-009-2.335537 |
| **Certificate No:** | 98278908 |
| **Issue Date:** | 18 MAR 2026 |
| **Enquires:** | ESYSPROD |

**Land Address:** 37 EINSTEIN AVENUE MULGRAVE VIC 3170

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 9004469 | 103 | 67983 | 8618 | 641 | $0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|---|---|---|---|---|
| 110 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

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

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE: | $890,000 |
| SITE VALUE: | $750,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 98278908

**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*

DONIKA SELIMI

| | |
|---|---|
| **Your Reference:** | LD:79987067-009-2.335537 |
| **Certificate No:** | 98278908 |
| **Issue Date:** | 18 MAR 2026 |

**Land Address:** 37 EINSTEIN AVENUE MULGRAVE VIC 3170

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 103 | 67983 | 8618 | 641 |

**Vendor:** MARIANNE PIENING

**Purchaser:** TBD TBD

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**
**$0.00**

**Paul Broderick**
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 98278908

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Windfall gains tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Passing on windfall gains tax to a purchaser**

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

**General information**

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

## Windfall Gains Tax - Payment Options

**BPAY**

Biller Code: 416073
Ref: 98278906

**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: 98278906

**Visa or Mastercard**

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

**sro.vic.gov.au/payment-options**

**Important payment information**

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

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

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

# Property Information Certificate

## Regulation 51(1)

Your Ref: **79987067-013-9:71464**
Our Ref: CERT1 No. **87716**

**19-Mar-2026**

**PROPERTY: 37 Einstein Avenue MULGRAVE VIC 3170**

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

**Building Permit Details:**
Building Permits, Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:
No Permits or Certificates have been issued.

**Canopy Tree Protection**
Canopy Tree Protection controls apply to the land. You may need a planning permit to remove, destroy or lop a tree with a height of more than 5 metres. It is the landowner's responsibility to check and comply with these requirements.

More information, including details of exemptions can be found here regarding residential properties
Canopy tree ordinance

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

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

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

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

**Part 5 – Siting**
Part 5 of the Building Regulations 2018 applies to the construction of a Class 10b (front fence) structure on this allotment. Scheduled variation to Regulation 89 applies within the City of Monash.

City Planning Support Team

# ROADS PROPERTY CERTIFICATE

The search results are as follows:

Donika Selimi
PO Box 343
DANDENONG 3175

Client Reference: 335537

NO PROPOSALS. As at the 18th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

37 EINSTEIN AVENUE, MULGRAVE 3170
CITY OF MONASH

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

Date of issue: 18th March 2026

**[Vicroads Certificate] # 79987067 - 79987067160226 '335537'**

# Extract of EPA Priority Site Register



**PROPERTY INQUIRY DETAILS:**

STREET ADDRESS: 37 EINSTEIN AVENUE
SUBURB: MULGRAVE
MUNICIPALITY: MONASH
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 80 Reference G5

DATE OF SEARCH: 18th March 2026

**ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:**

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

**[Extract of Priority Sites Register] # 79987067 - 79987067160226 '335537'**

# Due Diligence Report

**Property Report**

| | |
|---|---|
| 37 Einstein Avenue, Mulgrave Vic 3170 | Created On: March 18th, 2026 |

## DETAILS

| | |
|---|---|
| LOT/PLAN NUMBER OR CROWN DESCRIPTION<br>Lot 103 LP67983 | SPI (STANDARD PARCEL IDENTIFIER)<br>103\LP67983 |
| LOCAL GOVERNMENT (COUNCIL)<br>Monash | COUNCIL PROPERTY NUMBER<br>211877 |

| | | |
|---|---|---|
| LAND SIZE (APPROX)<br>654.11m$^2$ | FRONTAGE (APPROX)<br>16.76m | ORIENTATION<br>West |

| | |
|---|---|
| ZONES<br>GRZ3 - General Residential Zone Schedule 3 | OVERLAYS<br>N/A |

## STATE ELECTORATES

| | |
|---|---|
| LEGISLATIVE COUNCIL<br>South-Eastern Metropolitan Region | LEGISLATIVE ASSEMBLY<br>Mulgrave District |

## SCHOOLS

| | |
|---|---|
| CLOSEST PRIVATE SCHOOLS<br>Nazareth College (1424m) | CLOSEST PRIVATE SCHOOLS<br>St Justin's School (1975m) |
| CLOSEST PRIMARY SCHOOL<br>Albany Rise Primary School (881m) | CLOSEST SECONDARY SCHOOL<br>Wellington Secondary College (927m) |

## COUNCIL INFORMATION - MONASH

PHONE
03 9518 3555 (Monash)

| | |
|---|---|
| WEBSITE<br>http://www.monash.vic.gov.au/ | EMAIL<br>mail@monash.vic.gov.au |

37 Einstein Avenue, Mulgrave Vic 3170 Created On: March 18th, 2026

## RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

**VC297** Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.

APPROVED 06/03/2026

**VC295** The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.

APPROVED 04/03/2026

**GC269** GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.

APPROVED 23/02/2026

**VC291** Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.

APPROVED 18/02/2026

**VC245** Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.

APPROVED 12/02/2026

**C173mona** Implements the Huntingdale Precinct Plan 2020 by introducing a new local policy, rezoning land within the precinct to Commercial 1 Zone, Mixed Use Zone and General Residential Zone and applying the Environmental Audit Overlay where land is potentially contaminated. The amendment removes the existing Design and Development Overlay (DDO) applying in the precinct and introduces two new DDOs to all commercial, mixed use and industrial land within the precinct boundary. The amendment also makes other consequential changes to the scheme.

APPROVEDWITHCHANGES 10/02/2026

**VC294** Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.

APPROVED 04/02/2026

**VC296** Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.

APPROVED 04/02/2026

**VC265** Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.

APPROVED 03/02/2026

**GC282** The Amendment provides exemptions for significant transport projects in waterway corridors subject to Significant Landscape Overlays (SLOs) to prevent delays in the delivery of State infrastructure projects. The amendment also improves the SLOs clarity, consistency and corrects typographical errors.

APPROVED 28/01/2026

**VC303** The Amendment changes the VPP and 10 planning schemes in Victoria by updating clause 43.06 (Built Form Overlay) to improve clarity, simplify complexity and support preferred built form outcomes.

APPROVED 05/01/2026

**VC278** Amendment VC278 applies Significant Landscape Overlays (SLOs) to 17 waterways within the Yarra (Birrarung) and Waterways of the West catchments. The controls preserve the unique landscape character, cultural values, amenity and ecological health of each waterway. The amendment also strengthens state policy for waterways and includes updates to existing SLOs within the Waterways of the West and Rivers of the Barwon catchments.

APPROVED 22/12/2025

**VC288** The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.

APPROVED 21/12/2025

**VC292** Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.

APPROVED 21/12/2025

**VC283** The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.

APPROVED 21/12/2025

**VC282** The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.

APPROVED 21/12/2025

**VC289** Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.

APPROVED 21/12/2025

## PROPOSED PLANNING SCHEME AMENDMENTS

**C174mona** The amendment proposes to implement the recommendations of the Monash Affordable Housing Strategy (Monash City Council, September 2023) by making changes to the Municipal Planning Strategy, Planning Policy Framework and other provisions of the Monash Planning Scheme.

PANEL REQUESTED 29/04/2025

**C172mona** Implements the Monash Boulevards Urban Design Framework (Tract, November 2022) by introducing a new schedule to the General Residential Zone, Residential Growth Zone and Mixed Use Zone, introducing new schedules to the Design and Development Overlay, and making associated mapping changes to land generally along Dandenong Road and Springvale Road (Monash Boulevards). The amendment also makes changes to the planning policy framework and other minor changes.

APPROVAL UNDER CONSIDERATION 22/12/2025

Due Diligence Report

Property Report

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## SITE DIMENSIONS

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## PLANNING ZONE


GRZ3 - General Residential Zone Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework. To encourage development that is responsive to the neighbourhood character of the area. To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport. To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

General Residential Zone ▸

Schedule 3 To Clause 32.08 General Residential Zone ▸

For confirmation and detailed advice about this planning zone, please contact MONASH council on **03 9518 3555**.

OTHER PLANNING ZONES IN THE VICINITY:

- GRZ - General Residential Zone
- PPRZ - Public Park And Recreation Zone

# Due Diligence Report

**Property Report**

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## OTHER OVERLAYS IN THE VICINITY


For confirmation and detailed advice about these planning overlays, please contact MONASH council on **03 9518 3555**.

Landchecker | Dye & Durham

# Due Diligence Report

**Property Report**

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## PLANNING PERMIT HISTORY

No planning permit data available for this property.

## NEARBY PLANNING PERMITS


APPROVED TPA/56213/A 7th May 2025
72 Huxley Avenue, Mulgrave
Construction of a double storey dwelling on a lot containing an existing single storey dwelling.

APPROVED TPA/56213 23rd December 2024
72 Huxley Avenue, Mulgrave
Construction of a double storey dwelling on a lot containing an existing single storey dwelling.

APPROVED TPS/14084 14th August 2023
2/10 Hainthorpe Grove, Mulgrave
Two (2) lot subdivision.

APPROVED TPS/13844 18th July 2023
9 Bertrand Avenue, Mulgrave
Two (2) lot subdivision.

APPROVED TPA/54931 23rd May 2023
1/10 Hainthorpe Grove, Mulgrave
Two (2) lot subdivision.

APPROVED TPA/53841 31st May 2022
9 Bertrand Avenue, Mulgrave 9 Bertrand Avenue, Mulgrave
Two (2) lot subdivision.

APPROVED TPA/52565 27th September 2021
2 Hainthorpe Grove, Mulgrave
Construction of two (2) double storey dwellings

APPROVED TPA/51574 19th April 2021
34 Hubbard Avenue, Mulgrave
Proposed double storey dwelling to the rear of the existing.

APPROVED TPS/12963 13th December 2019
2/32 Einstein Avenue, Mulgrave
Two (2) lot subdivision.

APPROVED TPA/50856 1st October 2019
1/32 Einstein Avenue, Mulgrave 1/32 Einstein Avenue, Mulgrave
Two (2) lot subdivision.

APPROVED TPA/47845 6th December 2017
2 Hainthorpe Grove, Mulgrave
Construction of two (2) double storey dwellings.

APPROVED TPA/47649 8th November 2017
8 Bertrand Avenue, Mulgrave
Development of a double storey dwelling to the rear of the existing dwelling and construction of a carport associated with the existing dwelling.

APPROVED TPA/45668 25th August 2016
9 Bertrand Avenue, Mulgrave 9 Bertrand Avenue, Mulgrave
Construction of two double storey dwellings.

APPROVED TPA/45317 13th May 2016
10 Hainthorpe Grove, Mulgrave
the construction of two double storey townhouses

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

APPROVED TPA/45047

6th April 2016

32 Einstein Avenue, Mulgrave 32 Einstein Avenue, Mulgrave

Construction of two double storey dwellings with associated parking and landscaping.

For confirmation and detailed advice about these planning permits, please contact the responsible council:

MONASH

03 9518 3555

Permit information last updated on 17/03/2026

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## ELEVATION CONTOURS


1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MONASH council on **03 9518 3555**.

37 Einstein Avenue, Mulgrave Vic 3170

Created On: March 18th, 2026

## EASEMENTS


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

For confirmation and detailed advice about the easement on or nearby this property, please contact MONASH council on **03 9518 3555**.

# Terms and Conditions

## LANDCHECKER PTY LTD ACN 607 394 696 (Landchecker)

1. **Property Report**

   This Property Report:

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