

Contract of Sale of Land

Property:

2 Erinka Crescent, Patterson Lakes VIC 3197

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

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PO Box 32, Narre Warren VIC 3805

Ref: JV:20260972

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print names(s) of person(s) signing: Jessica Lois Harrison and Carl Wain Budd

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obrienrealestate.com.au
Tel: 9772 7077 Mob: 0439 394 434 Fax: 9772 7022 Ref: Jo Barclay

Vendor

Name: Jessica Lois Harrison and Carl Wain Budd
Address: 1 Talab Court, Chelsea Heights VIC 3196
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20260972

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10156 Folio 994	10	PS 313213N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 2 Erinka Crescent, Patterson Lakes VIC 3197

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

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

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

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

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We,of

andof

being the **Sole Director / Directors** of ACN

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

)

in the presence of:)

Director (Sign)

Witness.....)

SECTION 32 **STATEMENT**

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

Vendor:	Jessica Lois Harrison and Carl Wain Budd
Property:	2 Erinka Crescent, Patterson Lakes VIC 3197



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JV:20260972

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$3,500.00 per annum

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

A copy of the condition report required by section 137B of the *Building Act 1993* is also attached.

32C LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/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 affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Kingston City Council Planning Scheme
Responsible Authority: Kingston City Council
Zoning: NRZ - Neighbourhood Residential Zone - Schedule 7
Planning Overlay/s: NIL

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 10156 Folio 994
2. Plan of Subdivision PS313213N
3. Covenant U090917Y

DATE OF THIS STATEMENT

12/05/2026

Name of the Vendor

Jessica Lois Harrison and Carl Wain Budd

Signature/s of the Vendor

x Jessica Harrison Carl Budd

11/05/2026

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

DATE OF THIS ACKNOWLEDGMENT

/ / 20

Name of the Purchaser

--

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

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

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

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

VOLUME 10156 FOLIO 994

Security no : 124134148650D
Produced 28/04/2026 11:17 AM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 313213N.

PARENT TITLES :

Volume 08704 Folio 002 Volume 09836 Folio 303 Volume 10032 Folio 847

Volume 10118 Folio 522

Created by instrument PS313213N 21/02/1994

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JESSICA LOIS HARRISON

CARL WAIN BUDD both of 2 ERINKA CRESCENT PATTERSON LAKES VIC 3197

AS167489B 15/05/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ736688N 24/10/2025

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT (as to whole or part of the land) in instrument U090917Y 16/02/1996

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

DIAGRAM LOCATION

SEE PS313213N 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: 2 ERINKA CRESCENT PATTERSON LAKES VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 24/10/2025

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS313213N
Number of Pages (excluding this cover sheet)	3
Document Assembled	28/04/2026 11:18

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION 1	PLAN NUMBER PS 313213 N
LOCATION OF LAND PARISH: LYNDHURST TOWNSHIP: SECTION: CROWN ALLOTMENT: 100 (PART) CROWN PORTION: LTO BASE RECORD: CHART 34 LYNDHURST (3025) TITLE REFERENCES: VOL. FOLIO VOL. FOLIO VOL.8704 FOLIO 002 LAST PLAN REFERENCE/S: LOT 2 ON P.S.301429F LOT 2 ON P.S.302379N POSTAL ADDRESS: 48 WELLS ROAD (At time of subdivision) PATTERSON LAKES AMG Co-ordinates E 337 500 (of approx centre of land N 5 784 260 ZONE: 55 in plan)		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CITY OF SPRINGVALE REF: 5183 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 5 / 3 / 93 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/had not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage ----- Council Delegate Council Seal Date 4 / 10 / 93 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date 4 / 10 / 93		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROADS R1 RESERVE NO.1 RESERVE NO.2	CITY OF SPRINGVALE CITY OF SPRINGVALE S.E.C.V.			
		NOTATIONS		
		STAGING This is/is not a staged subdivision. Planning permit No. 367/91		
		DEPTH LIMITATION DOES NOT APPLY		
		LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES		
		THE EASEMENT TO S.E.C. CREATED IN G596294 IS REMOVED ON REGISTRATION OF THIS PLAN BY CONSENT.		
		THE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES APPROPRIATED ON LP 128987 IS REMOVED BY DIRECTION IN PLANNING PERMIT NO. 367/91		
		THE EASEMENTS FOR DRAINAGE AND DRAINAGE & SEWERAGE APPROPRIATED ON P/S 301429F ARE REMOVED BY DIRECTION IN PLANNING PERMIT NO 367/91.		
THE DRAINAGE & SEWERAGE EASEMENT CREATED IN M535758M IS REMOVED BY DIRECTION IN PLANNING PERMIT NO 367/91.		SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) 382 AND 535 IN PROCLAIMED SURVEY AREA NO.		
EASEMENT INFORMATION				
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2 METRES unless otherwise shown	THIS PLAN	LOTS ON THIS PLAN
R-1	WAY, DRAINAGE, GAS, SEWERAGE, ELECTRICITY, TELEPHONE, WATER AND DATA TRANSMISSION	SEE PLAN	THIS PLAN	CITY OF SPRINGVALE
E-2	ELECTRICITY	1.50	P.S.302379N	S.E.C. & LOTS ON P.S.302379N
E-3 & E-4	DRAINAGE	SEE PLAN	L.P.128987	LOTS ON L.P.128987
E-4 & E5	DRAINAGE	2.01	L.P.28513	LOTS ON L.P.28513
Peter Herbert & Associates (Aust) Pty Ltd 2/86 Mt Eliza way, Mt Eliza 3930 TEL: 03 787 2980 2 Merton Street, South Melbourne 3205 TEL: 699 5526				
LICENSED SURVEYOR (PRINT) ..PETER F. HERBERT..... SIGNATURE DATE 28/9/93 REF 2265 VERSION 4				
LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 25/11/93 LTO USE ONLY PLAN REGISTERED TIME DATE 21/2/94  Assistant Registrar of Titles SHEET 1 OF 3 SHEETS				
DATE 4/10/93 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3				

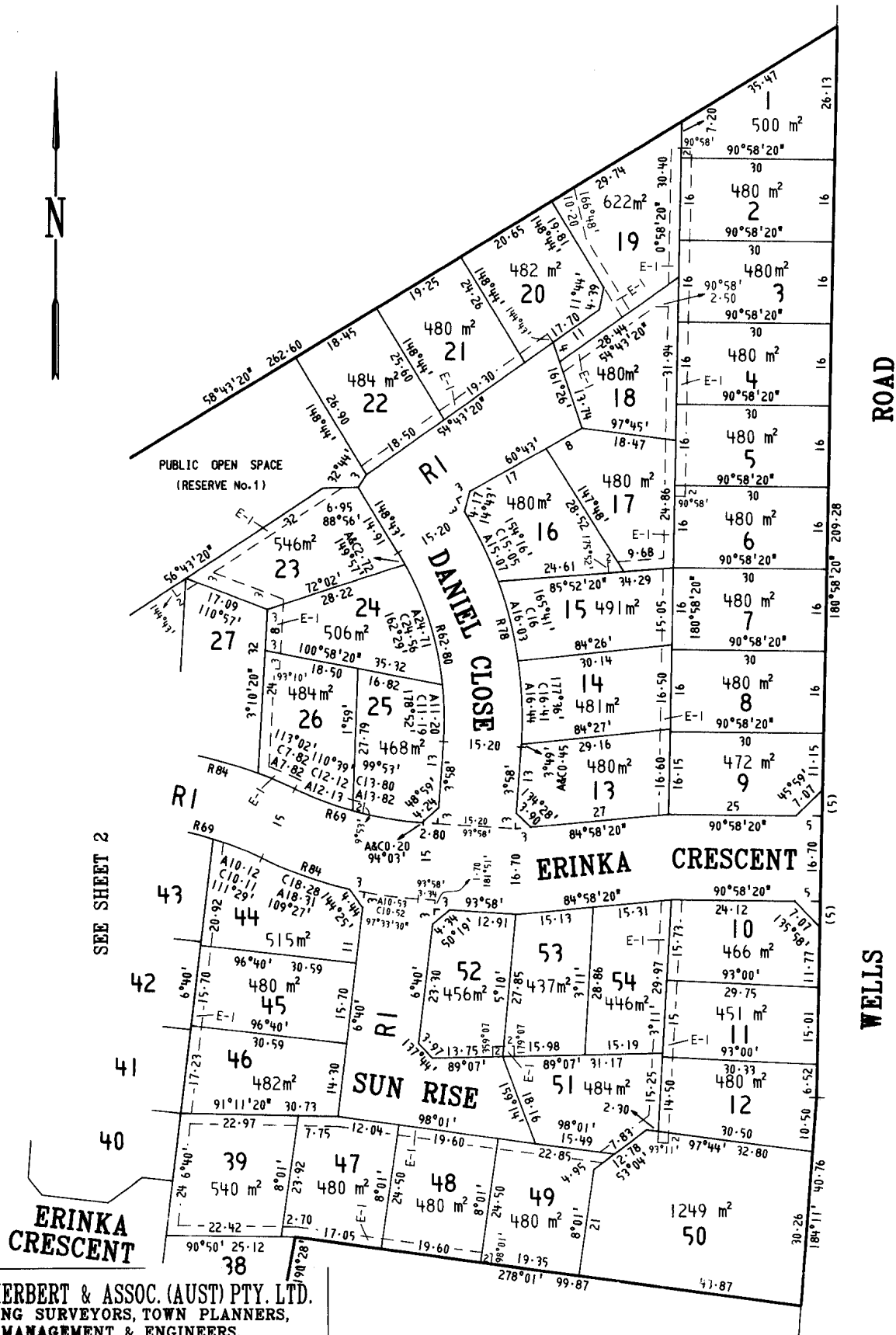
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS313213N

N



ERINKA CRESCENT

PETER HERBERT & ASSOC. (AUST) PTY. LTD.
CONSULTING SURVEYORS, TOWN PLANNERS,
PROJECT MANAGEMENT & ENGINEERS.
86 MT ELIZA WAY, MT ELIZA. 3930. PH: (03) 787 2980.
2 MERTON ST, STH MELBOURNE. 3205. PH: (03) 699 5526.

ORIGINAL

SCALE SHEET SIZE
1:800 A3

LICENSED SURVEYOR (PRINT) PETER F HERBERT

SIGNATURE DATE 28/9/97

REF 2265

VERSION 4

SHEET 3 OF 3 SHEETS

DATE 4/10/93

COUNCIL DELEGATE SIGNATURE

8 0 16 32
LENGTHS ARE IN METRES

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	U090917Y
Number of Pages (excluding this cover sheet)	4
Document Assembled	28/04/2026 11:18

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TRANSFER OF LAND

45 Transfer of Land Act 1958

Registered by:

Name: DEMARCO + CO.
 Phone: 209 624 9000
 Address: 205-211
 Ref.: JDM:LM
 Customer Code: 1175F



The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—
 —together with any easements created by this transfer;
 —subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
 —subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Volume 10156 Folio 994

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

all my estate in fee simple

Consideration:

\$125,000.00

Transferor: (full name)

Maigre Nominees Pty. Ltd. (AUN 006824321)

Transferee: (full name and address including postcode)

Robert Michael Randall and Diane Joy Randall
 both of Lot 10 Erinka Crescent, Patterson Lakes, 3197 as joint proprietors

Directing Party: (full name)

Nil

Creation and/or Reservation and/or Covenant:

The Transferees hereby for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the lot hereby transferred COVENANTS with MAIGRE NOMINEES PTY. LTD. or other the registered proprietor of the lots on the said Plan of Subdivision other than the lot hereby transferred that:-

- 1.(a) No building including without limitation, dwellings, accessory buildings, garages, carports, storage facilities shall be erected, constructed, installed placed or permitted upon each lot hereby transferred unless and until sketch plans, detailed evaluations, site plans, details of external materials and colour scheme shall have been first submitted in duplicate in writing for approval to and approved in writing by the transferor.
- (b) No structure, including without limitation drainage work, fencing, walls, retaining walls, bulk heads, footpaths, driveways, steps, awnings, poles, antennas, permanent or temporary clothes line, clothes hoists, swimming pools, tennis courts or mooring facilities shall be erected, constructed, installed, placed, altered or permitted upon each lot hereby transferred until full details of structure, its location on the lot, details of external material and colour scheme shall have been first submitted in duplicate in writing for approval to and approved in writing by the transferor.

Approval No. 002926L

ORDER TO REGISTER

STAMP DUTY USE ONLY

Please register and issue title to

T2



Signed

Cust. Code:

Trn 060726077 Cde 52 14/02/96
 Ref E62 Amt \$ 3,700.00
 Stamp Duty Victoria
 0820758

27/2/96

THE BACK OF THIS FORM MUST NOT BE USED

VICTORIAN LAND TITLES OFFICE

Annexure Sheet

See notes
on reverse

This is the annexure marked "A" referred to in instrument of JANNISON
dated 13/2/96 between

Signatures of parties

x L. M. Randall

Randall

x [Signature]

Director Margie Nam P/h

x [Signature]

Secretary Margie Nam P/h

Panel Heading

- (c) No trees that can grow to a height of over three metres shall be planted on nor removed from any such lot hereby transferred without approval in writing from the transferor.
- (d) No trees or shrubs will be removed from the land hereby transferred unless such removal is necessary for the safe and proper construction of any building on such land or the installation of the usual services to such building or to enable proper utilisation of the said land.
- (e) The transferor may withhold its approval to any building structure or landscaping proposal submitted under sub-clause 1(a), 1(b) and 1(c) if in its reasonable opinion the said building, structure or landscaping is inharmonious or out of keeping with the general plan of improvement of the said subdivision. If the transferor shall disapprove of any building structure or landscaping proposal it shall send notice of its disapproval to the person or persons applying for the said approval within thirty (30) days from the date written application for approval was received by the transferor. If notice of disapproval is not sent within thirty (30) days the building, structure or landscaping proposal shall be deemed to have been approved by the transferor in accordance with the provisions of this covenant.
- (f) For the purpose of these covenants the transferor shall include the nominee of the transferor appointed in writing by the transferor.
- (g) Any lot abutting the public open space area shall only be fenced in timber picket fencing, or similar alternative materials to Council's satisfaction at a height no greater than 1.2 metres and within 3 metres of the frontage.

2. That there shall not be constructed or erected or allowed to be constructed or erected or to remain on the land hereby transferred:-

- (a) any improvements made from second-hand or sub-standard materials;
- (b) any improvements which interfere in any significant degree with the light, air movement or views of and to adjoining lots;
- (c) any dwelling, accessory building or other structure so constructed that the exposed plumbing (if any) is visible from the front boundary;
- (d) any reflecting finishes (other than glass) on the exterior surface of any dwelling accessory building or other structure and no glass shall be used having a mirror finish;
- (e) any clothes line, clothes hoist or similar structure unless the same is fully screened by a wall constructed of stained timber planking, brick or masonry;
- (f) any mercury vapour, lamps or lamps which emit light of a similar character for exterior lighting nor any exposed fluorescent, flashing or coloured lights of any description of a kind which would or might cause unreasonable and excessive glare to adjoining lots;
- (g) any tank, air-conditioning unit, filtering or other mechanical equipment which is not enclosed within sound-muting equipment and screened from all other adjoining lots and from the waterfront boundary;
- (h) any air-conditioning unit placed on the exterior of a wall or glass area;
- (i) any exterior antenna other than a single television aerial and or a single FM radio aerial;

(continue on reverse)

Land Titles Office Use Only

A1



Licence No. 2926L

Continuation

- (j) for a period of three years from the date hereof erect or permit to be erected upon the property or any part thereof any notice, sign board or other display advertising or indicating that the property is or may be for sale save and except if a dwelling has been or is in the course of being erected upon the property when the notice sign board, or other display is erected by a builder. In all other circumstances, the consent of the transferor is required.
 - (k) that there shall not be used or allow the land hereby transferred or any part thereof to be used for the storage (temporary or otherwise), repair, maintenance, disassembly, wrecking, construction, driving, use or movement of any motorbike, motor car, motor van, cart, caravan, truck, trailer, minibus or other vehicle whatsoever.
3. That the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in the proposed plan of subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and that the same shall be noted and appear on every future certificate of title for the said lot and every part thereof as an encumbrance affecting the same.
4. That for the purposes of this covenant, the following expressions shall have the following meanings, namely;
 "dwelling" means a dwelling house or any part thereof used or intended to be used for residential occupation erected or proposed to be erected upon the land hereby transferred.
 "improvements" means all improvements to the land or part of the land and includes all earthworks, buildings, alterations to improvements, walls, signs, swimming pools, tennis courts, fencing and landscaping of anything other than a superficial nature.
 The expressions defined in the Covenant set out in Special condition 20 hereof shall have the same meaning as these special conditions.
5. (a) The land which is subject to the burden of such covenants is expressed to be each and every lot hereby transferred;
- (b) The person having the right to release vary or modify such covenants (other than those having in the absence of agreement to the contrary such right by law) is Maigre Nominees Pty. Ltd.
- (c) The covenants hereinbefore set out shall cease to have effect on the 31st day of December, 2001.
- (d) These covenants shall appear on the Certificate of Title to issue for each such lot and shall run with the land.

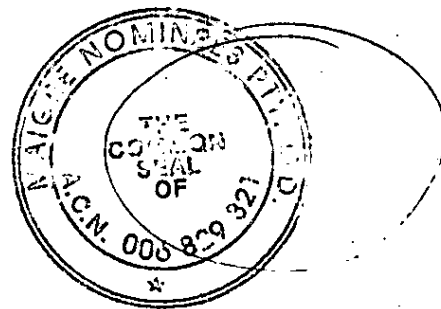
NOTES

1. If there is insufficient space to accommodate the required information in a **panel**, or on the reverse of the parent instrument insert the words "See Annexure A" (or as the case may be) and enter all the information on the annexure sheet under the appropriate **panel** heading.
2. If multiple copies of the instrument are lodged, original annexure sheets must be attached to each. Annexure sheet(s) attached to the original must be typed or legibly written in ink. The use of self correcting typewriter ribbon or correction fluid is not permitted. Text contained in annexure sheet(s) attached to the duplicate may be a copy of the original. The signature of all parties must be in ink on both the original and any copy.
3. The annexure sheet must be properly identified, signed by the parties to the instrument to which it is annexed and securely attached thereto.

Dated: 13/2/98.
23/4/12

Execution and attestation:

THE COMMON SEAL of Maigre Nominees Pty. Ltd. was
hereunto affixed in accordance with its Articles of
Association in the presence of:



X *[Signature]*
Director

X *[Signature]*
Secretary

SIGNED by the Transferees in the presence of;

X *[Signature]*
Witness (neighbour)

X *[Signature]*
X *[Signature]*

Approval No. 002926L

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

AUSDOC Office L71B



SENDER
City of Kingston
PO Box 1000, Mentone, VIC 3194

Rates & Valuation Notice

Notice for period 1 July 2025 to 30 June 2026

TAX INVOICE
ABN 80 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
kingston.vic.gov.au/contact
cityofkingston

Notice Summary

ASSESSMENT NUMBER **116465/4**

DATE ISSUED **06/08/2025**

TOTAL AMOUNT PAYABLE
\$2,232.48

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 1 July 2025, unless agreed with Council.

C W Budd and J L Harrison
2 Erinka Cr
PATTERSON LAKES VIC 3197

[Click here for more information about your rates](#)

Council Rate & Charges 2025/2026

General Rate = CIV x 0.0018201 rate in \$	\$1,456.08
Municipal Charge	\$100.00
Waste Choice A-120lt Bin 240lt Green & Recycle Bin	\$402.00
Total Council Rate & Charges 2025/2026	\$1,958.08

Mandatory State Government Charges

Emergency Services Volunteer Fund 2025/2026

ESVF Residential Rate =CIV X 0.000173 rate in \$	\$138.40
ESVF Residential Emergency Services Volunteer Fund Levy-Fixed	\$136.00
Total Emergency Services Volunteer Fund 2025/2026	\$274.40

Payments and ownership changes made after 1 July 2025 may not be shown in this notice.

TOTAL AMOUNT PAYABLE \$2,232.48

Property Details

DESCRIPTION
2 Erinka Crescent,
PATTERSON LAKES VIC 3197

SITE VALUE
\$550,000

CAPITAL IMPROVED VALUE
\$800,000

NET ANNUAL VALUE
\$40,000

OPERATIVE VALUATION DATE
1 July 2025

LEVEL OF VALUE DATE
1 January 2025

LAND USE (FOR FSPL)
Residential

AVPCC
110 - Detached Home

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2025	\$558.18
30 NOVEMBER 2025	\$558.10
28 FEBRUARY 2026	\$558.10
31 MAY 2026	\$558.10

To take up the instalment option, please make the first payment by 30 September, 2025.
Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$2,232.48

Due 15 February 2026

Payble™ - Our newest payment system

Pay with card or bank
Automatic payments for all major bank accounts, credit and debit cards

Smaller Instalments
Manage your budget with weekly, fortnightly or monthly instalments

Helpful reminders
Receive SMS reminders before important due dates



Scan to pay

payble.kingston.vic.gov.au

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:
116465/4

RATEPAYER:
C W Budd and J L Harrison

PROPERTY DESCRIPTION:
2 Erinka Crescent, PATTERSON LAKES VIC 3197

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
BILLER CODE
8938
REF
1164 654



BILLER CODE
8938
REF
1164 654



131 816
BILLER CODE
0327
REF
0011 6465 4



Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au

ARREARS ONLY \$0.00

INSTALMENT \$558.18



*327 001164654

FULL PAYMENT \$2,232.48



*327 001164654

INTERNAL USE ONLY



EMERGENCY SERVICES AND VOLUNTEERS FUND

The Emergency Services and Volunteers Fund (ESVF) is a new Victorian Government levy that all councils are required to collect.

This state charge is included on your rates notice - but the levy is not set or kept by local councils. We must pass it directly to the Victorian Government.

It replaces the current Fire Services Property Levy and will fund a wider range of emergency services, including the CFA, Fire Rescue Victoria, SES, Triple Zero and other agencies. For more information, please visit kingston.vic.gov.au/esvf

BASIS OF RATES ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- General rates, calculated by multiplying the capital improved valuation of the property by the rate in the dollar as set by Council
- A municipal charge, which is a flat amount applied to all rateable land
- A service charge applying to developed residential properties for the collection and disposal of refuse (includes the State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

PAYMENT OPTIONS

Flexible Payments:

Flexible Payments are available via Payble. Flexible Payments will enable you to pay your rates via direct debit either monthly, fortnightly, or weekly from a nominated bank account or credit card.

- Flexible payments are available from your registration and commencement date of flexible payments, up until the 31st of May for each rating period.

- Flexible payments not made by this date will be subject to late interest charges.

- Flexible Payments are set up by the property owner on your personal device. Registration for Flexible Payments can be done using the QR code on the front of this notice.

For more info visit

kingston.vic.gov.au/pay-rates

Or to register online please visit

payble.kingston.vic.gov.au/

4 instalments:

To pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2025. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior to 30 September is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid

in instalments, the balance in full is required by 15 February 2026. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit:

To apply, download the application form at kingston.vic.gov.au/dd-rates or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account. The 10 monthly payments schedule from September to June is on our website.

Direct Debit – Existing:

- You are automatically re-registered for direct debit this year. If your details have changed please contact Council.
- To cancel, you must notify Council in writing at least 14 days prior to the next debit date.

Direct Debit – New Applicants:

- Applications must be received by the 20th of August to commence direct debit payments.

Full/Lump sum Payments:

Payment in full must be made on or by 15 February 2026. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Overdue amounts will be charged interest at 10% per annum as set under the *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*. Interest will be charged from 1 July 2025.

Instalments:

If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments will apply from 1 July 2025.

Full/Lump Sum Payment:

If the full/lump sum payment is not received on or by 15 February 2026, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/lump sum payments will apply from 1 July 2025.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2025.

HOW TO OBJECT TO RATE OR CHARGE

Please contact Council to discuss the matter. Alternatively a person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or

- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2025. The next valuation date is 1 January 2026 and the values will be used in 2026/2027 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website sro.vic.gov.au

To query your valuation, go to kingston.vic.gov.au/valuationenquiry or write to Council's Property Data Department, PO Box 1000, Mentone 3194

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed at 1 January 2025. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court.

Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation, please visit ratingvaluationobjections.vic.gov.au to lodge an objection online.

Concession: A concession of \$50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pension Rebate for rating purposes. If you are not registered please refer to the Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under Sections 170, 171 and 171A of the *Local Government Act 1989*.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession

on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. Applications will be received between 1 July 2025 to 30 June 2026.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

HOW PAYMENTS ARE ALLOCATED TO RATES AND CHARGES

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current rates and charges.

Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

HARDSHIP SUPPORT

If you are having difficulty paying your rates, our Hardship Policy can assist with interest-free arrangements. Applications can be discreetly made online to protect your privacy. Find out if you're eligible at kingston.vic.gov.au/pay-rates or by phoning 1300 653 356.

We can also chat to you about the support options we offer for other Council services.

PAYMENT ARRANGEMENTS

If none of our payment options suit you and you're behind on your rates payments you can request a payment arrangement to catch up. Visit kingston.vic.gov.au/pay-rates to apply.

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194

PRIVACY STATEMENT

The City of Kingston is committed to protecting your privacy. The personal information contained on this notice and collected by City of Kingston is for the purpose of Rates management or any other directly related purpose. The personal information will be disclosed to our registered suppliers for the purpose of issuing Rates notices and assist with payment and collection of rates. It will not be disclosed to any other external party without compliance checks and will only be used for rates management, unless required or authorised by law. If you wish to alter any of the personal information you have supplied to the City of Kingston, please contact Council via telephone 1300 653 356 or email info@kingston.vic.gov.au

OWNER

Carl Wain Budd and Jessica Lois Harrison

INTERPRETER SERVICES

People of all languages can now contact TIS National 131 450
Per contattare il Comune, chiamareci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

Để liên hệ với Hội đồng, gọi chúng tôi theo số 131 450

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

DIFFERENTIAL RATES

The rates charge can vary dependent on the land use of the property. This is called a differential rate. For more information please visit kingston.vic.gov.au/valuations
All rating differentials adopted for 2025/26 are shown for comparative purposes only. The rates shown are based on the same rateable valuation on the previous page. Kingston's differential rates are:

Differential Rate Types	Rate in \$	Rate in \$ Amount
General	0.0018201	\$ 1,456.08
Agriculture	0.0014560	\$ 1,164.80
Extractive Landfill	0.0054602	\$ 4,368.16
Residential Heritage	0.0016381	\$ 1,310.48
Retirement Village	0.0016381	\$ 1,310.48

SEE FRONT OF NOTICE FOR PAYMENT METHODS, OTHER METHODS INCLUDE:



PAYBLE

Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au



IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa and MasterCard.



BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PO Box 1000
Mentone, 3194

Win a \$200 Voucher!

City of Kingston residents are invited to join the Kingston Arts mailing list, which keeps you in the know about upcoming activities and events.

Ten lucky new subscribers will win a \$200 voucher to use through the Kingston Arts Box Office (subject to availability).

Visit kingstonarts.com.au/sign-up  before 11.59pm, Monday 1 September 2025 to join and go into the draw.

Kingston City Hall Box Office
985 Nepean Highway, Moorabbin | 03 9556 4440

Competition is open from Monday 28 July to Monday 1 September 2025.
The winners will be notified by email on Thursday 4 September 2025. T&Cs apply.

Kingston Arts is your home for art, culture and entertainment. From family shows to live music, creative workshops to public art, Kingston Arts seeks to dazzle and delight the whole family.

kingston**arts**



1 FREE FAMILY SWIM ENTRY

Property information

PROPERTY ID

116465/4

ADDRESS

2 Erinka Crescent, PATTERSON LAKES VIC 3197

NAME

C W Budd and J L Harrison

Kingston Active is offering a free Family Swim. To claim your offer, please present this voucher to the Waves Customer Service team upon entry.

Voucher is subject to the following conditions:

- Valid for a free Family Swim (max two adults + two children) OR an Individual Swim only entry at Waves Leisure Centre.
- Any additional persons will be charged at standard entry prices.
- Valid until 31 January 2026.
- Maximum of one free Family Swim per rates notice.
- Cannot be exchanged for cash.
- No transfers or upgrades to any other service/program.

Visit kingstonactive.com.au for more information on Waves programming and entry fees.

WAVES LEISURE CENTRE

111 Chesterville Rd Highett t 9559 7111 e active@kingston.vic.gov.au

**KINGSTON
ACTIVE**



Victorian Statewide Conveyancing Pty
Ltd
E-mail:
JANETTE@victorianstatewide.com.au

Statement for property:
LOT 10 2 ERINKA CRESCENT
PATTERSON LAKES 3197
10 PS 313213

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52O//12668/24		28 APRIL 2026	52018773

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- The meter at the property was last read on 10/02/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.55 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

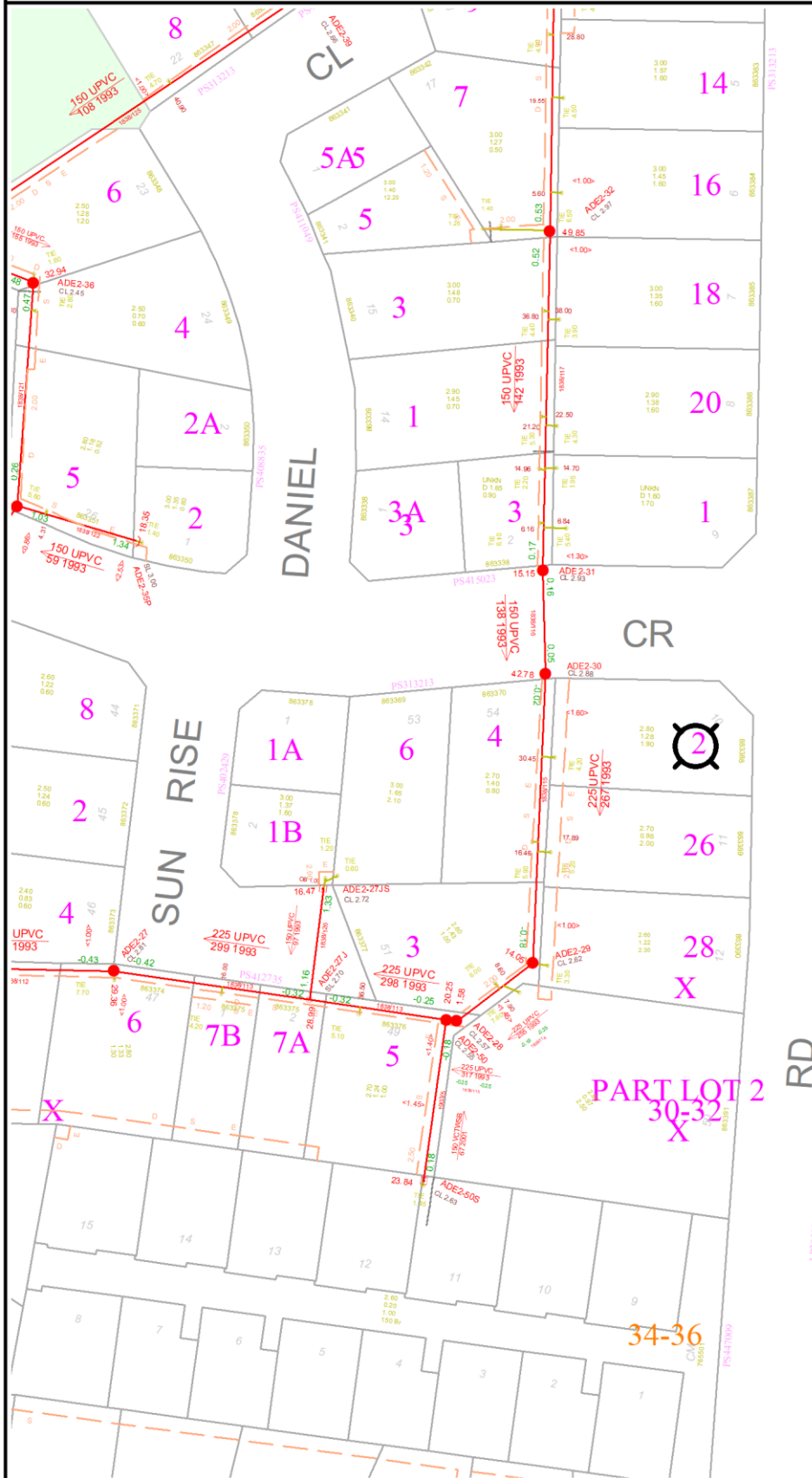
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

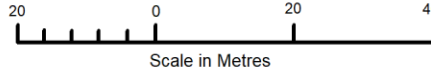
— Title/Road Boundary		Subject Property	● Maintenance Hole	✗✗✗ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets			
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway	
● Maintenance Hole	- - - - - Channel Drain	□ Underground Drain M.H.	

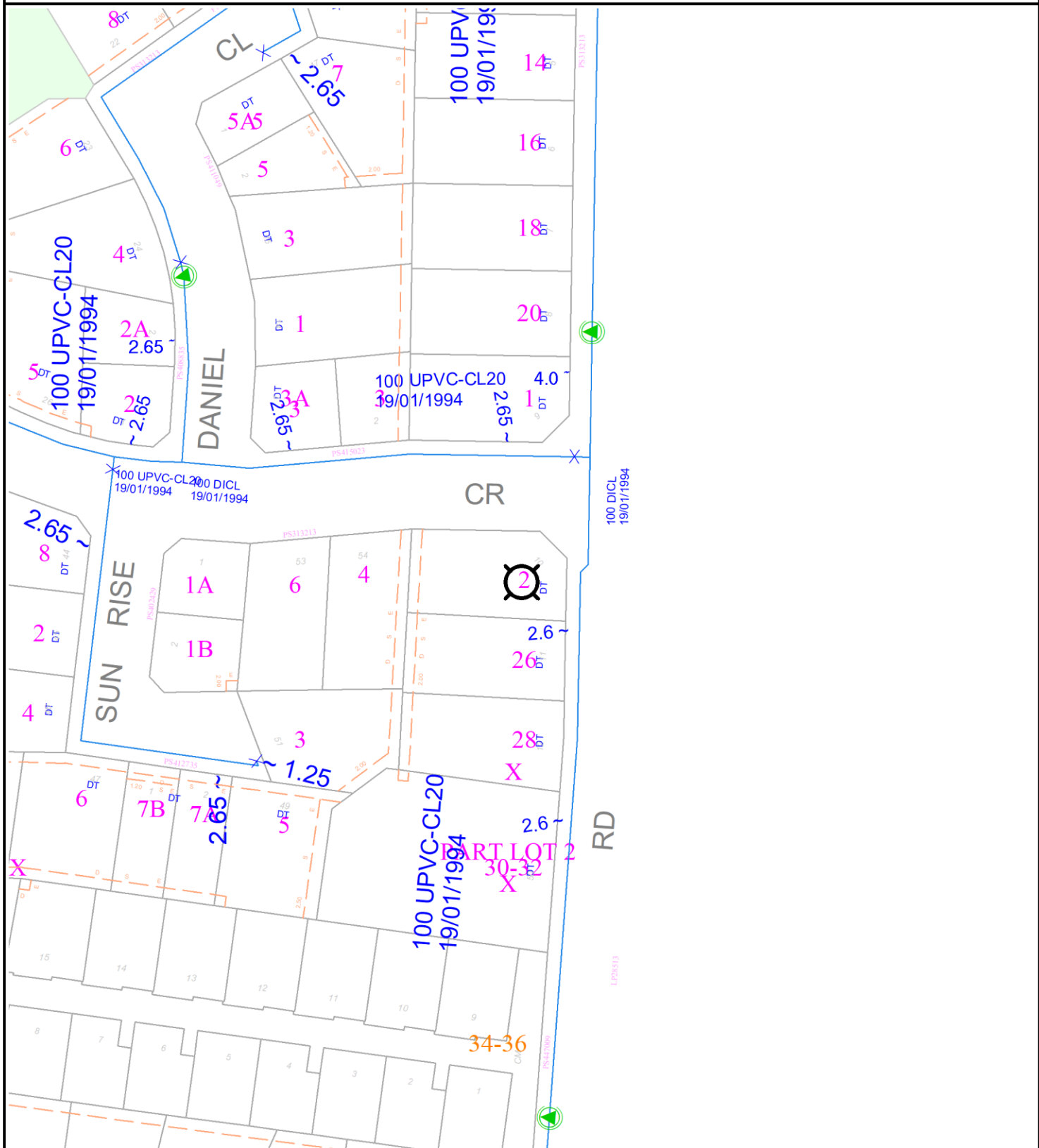


Property: Lot 10 2 ERINKA CRESCENT PATTERSON LAKES 3197

Case Number: 52018773



Date: 28APRIL2026

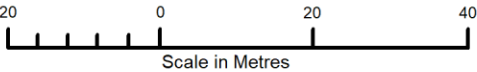


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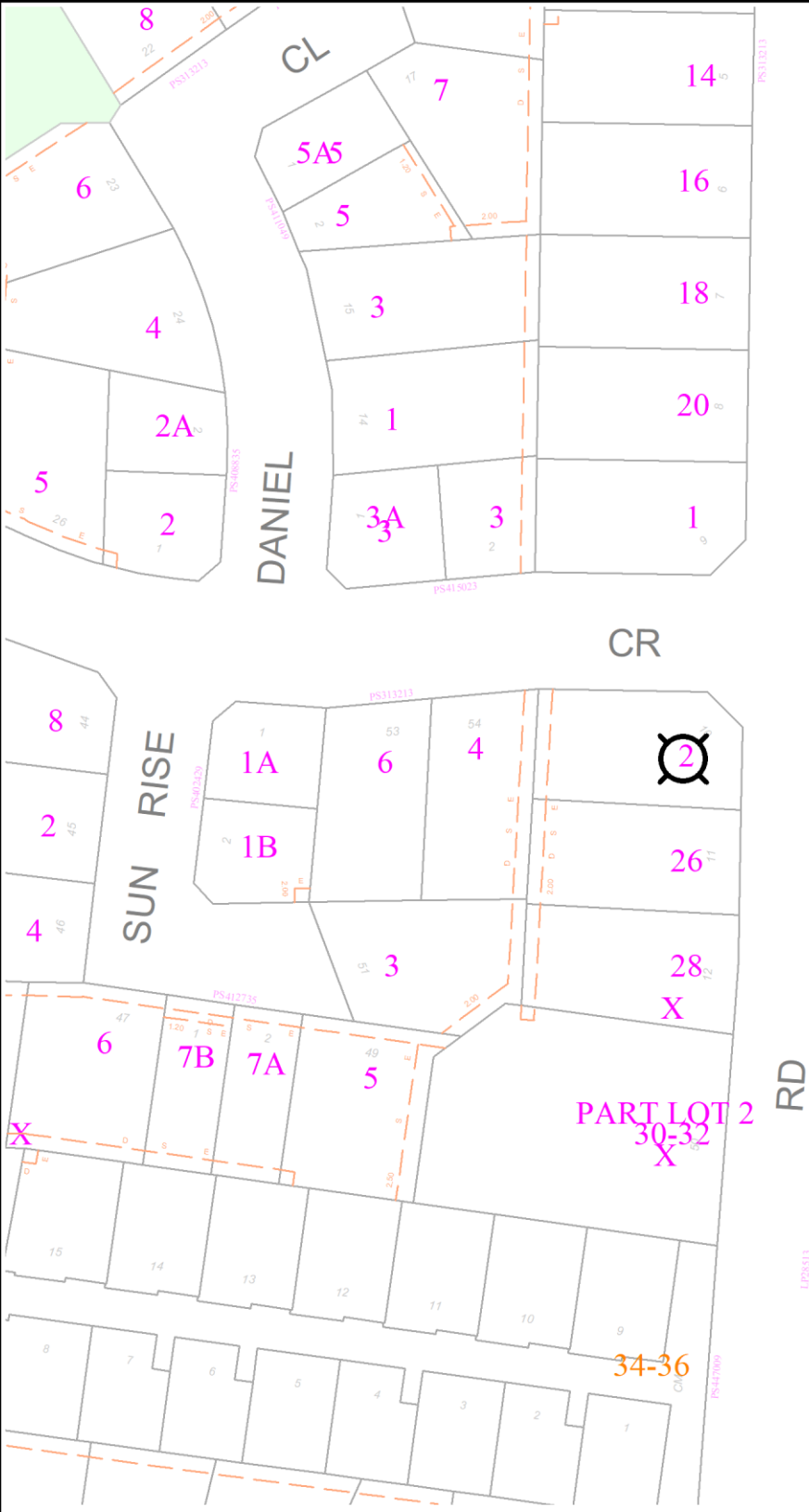
LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Water Main Valve
	Easement		Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary



Case Number: 52018773



Date: 28APRIL2026



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

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

NOTES:
• FINAL DIMENSIONS SUBJECT TO APPROVAL

KINGSTON CITY COUNCIL
Building Regulations 2018
Council Report and Consent

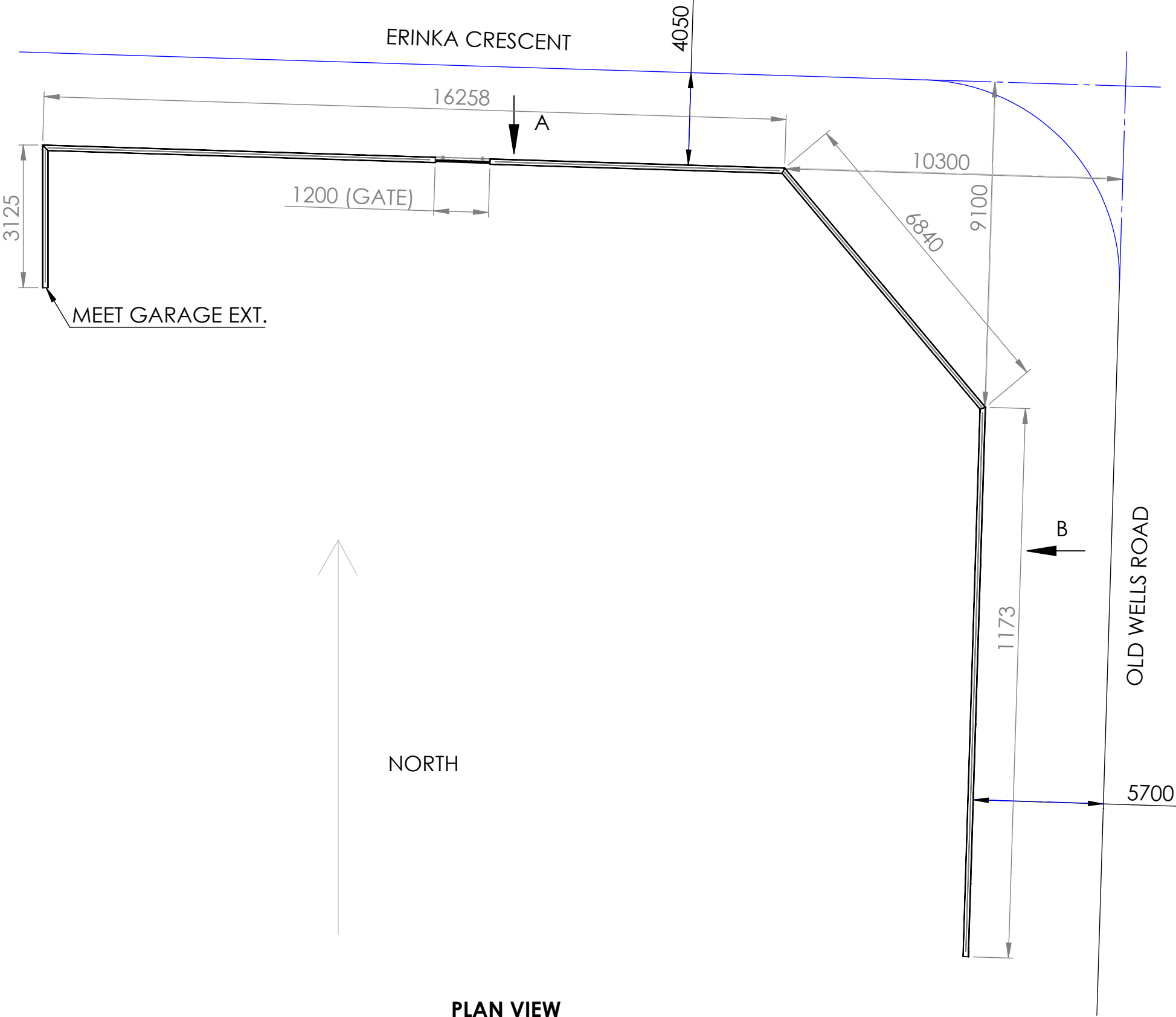


APPROVED DOCUMENT
Application Number: RAC-2020/210
Regulation: 89, 92&92 only
Approved on: 2/07/2020
Sheet: 1 of 1

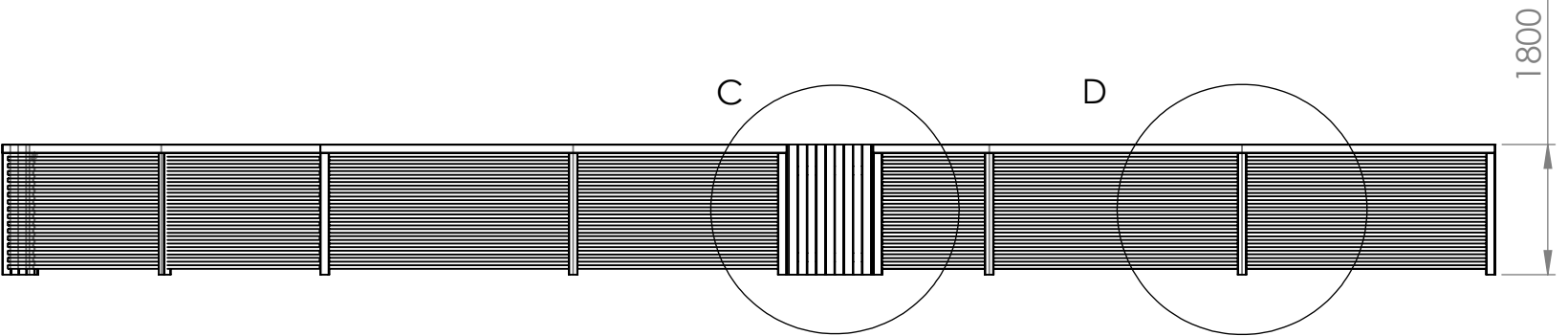
THIS IS NOT A BUILDING PERMIT



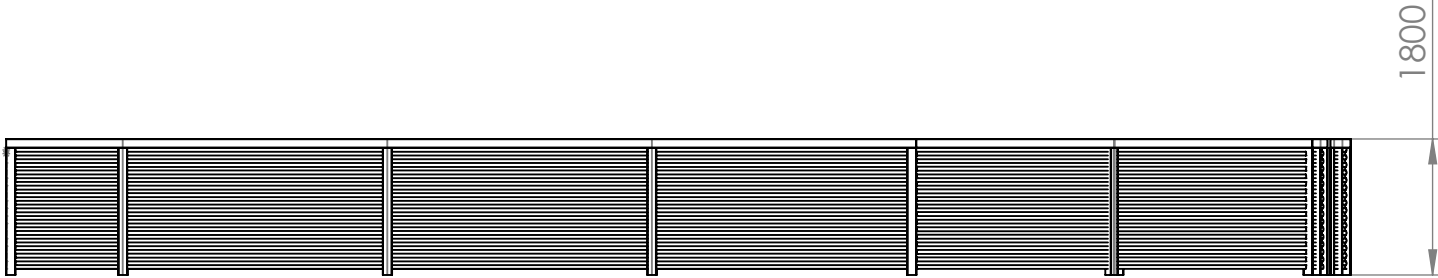
PROPOSED DEVELOPMENT



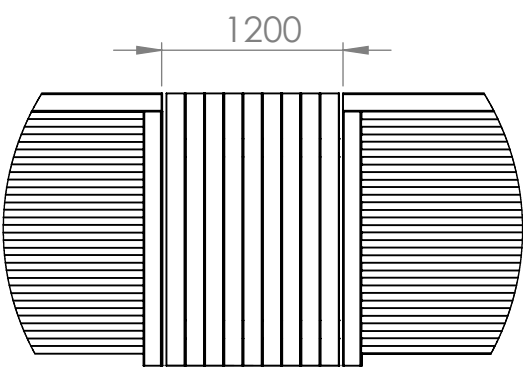
PLAN VIEW



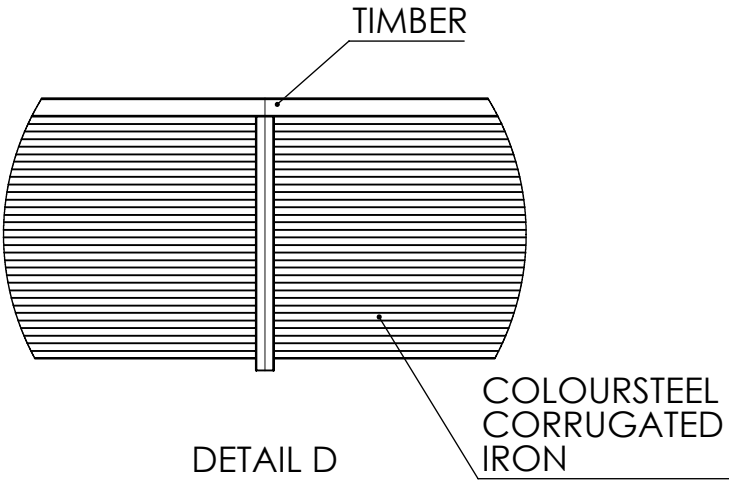
VIEW A
SCALE 1 : 100
NORTH ELEVATION



VIEW B
WEST ELEVATION
SCALE 1 : 100



DETAIL C
SCALE 1 : 50
GATE



DETAIL D
SCALE 1 : 50
MATERIALS

A

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:				FINISH: N/A		DEBURR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING		REVISION			
N/A				N/A								
DRAWN	NAME	SIGNATURE	DATE				TITLE: 2 ERINKA CRESCENT					
CHK'D												
APPV'D												
MFG												
Q.A						MATERIAL:	DWG NO. 2 ERINKA CRES 01					A2
						WEIGHT:	SCALE:1:200				SHEET 1 OF 1	
4			3			2			1			

2 July 2020

Carl Wain Budd
2 Erinka Cr
PATTERSON LAKES VIC 3197

Dear Sir/Madam,

Regarding: Council Report & Consent
Reference No: RAC-2020/210
Proposal: Construction of a corner front fence
Regulation: 89 - Front fence height
92&93 - Fences on street alignments
Property: 2 Erinka Crescent, PATTERSON LAKES VIC 3197

I refer to your application requesting Council Report and Consent to vary the requirements of the *Building Regulations 2018 (the Regulations)*. Your application has been considered under Council delegation in accordance with the prescribed Ministerial Guideline MG-12.

Site Inspection

A site inspection was conducted on 17 June, 2020.

Proposal

To permit the construction of the proposal that does not comply with regulation 89 of the Regulations, in that:

1. The proposed front fence is to be constructed with a maximum height of 1.8m in lieu of the prescribed maximum front fence height of 1.5m.

Decision

Kingston City Council **consents** to the siting of the proposal as described above in accordance with the endorsed drawings.

Proposal

To permit the construction of the proposal that does not comply with regulation 92 & 93 of the Regulations, in that:

1. The proposed front fence is to be constructed with a maximum height of 1.8m in lieu of the prescribed maximum height of 1.0m within 9.0m of a point of intersection.

Decision

Kingston City Council **consents** to the siting of the proposal as described above in accordance with the endorsed drawings.

Should you have any queries relating to the above matter please contact the City Development Administration Team on 9581 4130.

Yours faithfully,



John Anagianis
Municipal Building Surveyor
Building Department | City of Kingston

community inspired leadership

Notes:

1. You are advised that a building permit is required prior to commencement of building works. This letter **is not** a building permit;
2. This Council Report and Consent must be read in conjunction with the endorsed drawings;
3. A building permit must be obtained within twelve (12) months from the date of issue of this Report and Consent, otherwise this Report and Consent is no longer valid;
4. The proposal must still comply with other regulations under the *Building Regulations 2018* and this Council Report and Consent does not consider or imply approval for any other matters not referred to in this Report and Consent;
5. This Council Report and Consent does not deal with any provisions of the Kingston planning Scheme that may apply to the subject property;
6. It is the responsibility of the Owner to ensure that Covenants and/or Section 173 Agreements (Planning and Environment Act 1987) that are registered on the relevant Certificate of Title are also complied with; and
7. Pursuant to Schedule 2 of the Building Act, in deciding a building permit application to which this report relates, the relevant building surveyor must implement the recommendations in relation to the prescribed matter.
8. This decision relates only to the varied regulation specified, other matters have not been considered.

community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway **Mentone** 34 Brindisi Street **Chelsea** 1 Chelsea Road

 1300 653 356  131 450  03 9581 4500  PO Box 1000, Mentone 3194  info@kingston.vic.gov.au  cityofkingston  kingstoncc



REC: 21720
T: 0438 701 447
 E: tch.electricalservices@gmail.com

Invoice From	Invoice To	Invoice #
TCH ELECTRICAL SERVICES 62 Argyle Ave Chelsea VIC 3196 ABN: 42 603 034 575	Carl Budd	Eri001
Address: 2 Erinka Cre Paterson Lake Invoice Date 15/04/2021		
Description	Total	
Removed cables and made safe. Wired rangehood, hot plate and microwave power points Replaced 2 double power points in kitchen above bench Moved fridge power point up + replaced Wired 2 power points and change over one power point in laundry Wired and supplied 4 down lights in kitchen Wired dishwasher + one power point on own circuit back to board and installed safety switch circuit breaker. Wired power point in roof for alarm system Safety certificate 5112 6488 5		
Cheques made payable to: TCH Electrical Services Online payments: ANZ Bank Please include invoice No. as reference Acct Name: TCH Electrical Services BSB: 013 302 ACC: 301145166 TERMS: 14 Days	Sub Total: GST: Total:	\$ 2,000.00 \$ 200.00 \$ 2,200.00

Certifier's Name	Mitchell Selleck	Licence No.	103652	Compliance Cert No.	Compliance Cert PIN
				16425080	3568

INSTALLATION ADDRESS			
Site Address	2 ERINKA CRES		
Town/Suburb	PATTERSON LAKES	Post Code	3197

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	22/09/2022	'As Laid' plans lodged	
Value of plumbing work	\$5,000 - \$9,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Sanitary Water supply

INSTALLATION DETAILS
rough in and fit off main bathroom toilet room shower basin toilet x2

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			✓
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	8/10/2022

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Application Number: BLD20201094

Form 17
Regulation 200
Building Act 1993
Building Regulations 2018
CERTIFICATE OF FINAL INSPECTION

Property Details

Number: 2	Street/Road: Erinka Crescent	Suburb: Patterson Lakes	Postcode: 3197
Lot/s: 10	LP/PS: 313213N	Volume: 10156	Folio: 994
Crown allotment:	Section: No	Parish:	County:
Municipal District: City of Kingston			

Building permit details

Building permit number: **BS-L 34264/9124956072160**
Version of BCA applicable to building permit: **2019**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Front Fence	Fence	10b

Maintenance determination

A maintenance determination is **not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.

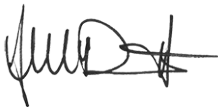
Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Approved Inspections

Inspection Type	Approved Date
Foundations / Footings	18 January 2021
Final	28 January 2021

Relevant building surveyor

Name:	Arron McDermott
Address:	Tenancy 2, 80 Monash Drive, Dandenong South VIC 3175
Email:	arron@nelsonmcdermott.com.au
Building practitioner registration no.:	BS-L 34264
Municipal district name:	City of Kingston
Certificate no.	BS-L 34264/9124956072160
Date of issue:	29 January 2021
Date of final inspection	28 January 2021
Signature:	

Office

Tenancy 2
80 Monash Drive,
Dandenong South VIC 3175

Postal Address

PO Box 419
Hampton Park VIC 3976

Phone: 1300 799 543

Fax: 03 99 23 2759
ABN 15844 704 596

www.nelsonmcdermott.com.au

Joseph Borg
Building inspector
RBP-IN-U-24736

Building Inspector
Building Consultant
Accredited Mediator
Pest Management Technician

8 Pink Hill Blvd.
Beaconsfield 3807

Mb: **0410 545454**

Email: joe@houseinspection.services
A.B.N. 84 540 010 360



REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993
(OWNER-BUILDER CONSTRUCTION)

Site address: 2 Erinka Crescent Patterson Lakes
Commissioned By: Carl Budd

Building inspection

Identification	Class 1 building	Outbuildings	Class 10 / 10b
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This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of existing conditions required to enable appropriate insurance to be obtained and attached to the contract of sale as specified in Part 137B Building Act 1993.

Defects identified in the Insurance Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects that seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

A person who constructs a building must not enter into a contract to sell the building under which the purchaser will become entitled to possess the building (or to receive the rent and profits from the building) within the prescribed period unless-

- (a) In the case of a person other than a registered building practitioner-
 - (i) The person has obtained a report on the building from a prescribed building practitioner that contains the matters that are required by the Minister by notice published in the Government Gazette; and
 - (ii) The person obtained the report not more than 6 months before the person enters into the contract to sell the building; and
 - (iii) The person has given a copy of the report to the intending purchaser;
- and
- (b) The person is covered by the required insurance (if any); and
- (c) The person has given the purchaser a certificate evidencing the existence of that insurance; and
- (d) In the case of a contract for the sale of a home, the contract sets out the warranties implied into the contract by section 137C.

Unless otherwise stated;

No soil report or other material has been excavated or removed;

No plants or trees have been removed;

No samples have been taken or tested;

No fixtures, fittings, claddings or lining materials have been removed;

Building services have not been tested and registered/authorized persons should be contacted for approval of these services;

No enquiries of drainage, sewerage or water authorities have been made;

No plans or specifications or other contract documents have been sighted for the purpose of inspecting the works and providing a written report;

No special investigation of inspect attack (eg: borer, termite, etc) has been made and any reference to this has been made on a casual inspection.

All information and items included in the report are provided by the Owner verbally to the inspector as to works done in the previous 6.5 years and to be inspected and included in the report.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)	
Site Address:	2 Erinka Crescent Patterson Lakes

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Date of report:		7/5/26	Date of inspection:		7/5/26
Weather conditions at time of inspection			Other ☐ (please specify)Fine		

Name of prescribed building practitioner:		Joseph Borg IN-U-24736			
Address:	8 Pink Hill Blvd Beaconsfield 3807			Post Code:	3806
Signature:	<i>Joseph P Borg</i>				

Description of the building:					
This report relates to the following:					
➤ Construction of a timber deck					
Services connected to the property and their condition:					
Mains Water [x] Gas [x] Electricity [x] Sewer connection [x] SW discharge point [x]					
Materials used in the construction:					
➤ Timber deck ➤ Stumps Composite adjustable bearer supports ➤ Bearers 90 x 45 mm ➤ Joists 140 x 45 mm ➤ Merbau deck boards					
Second Hand Materials used in the construction:					
➤ Nil					
Site details					
➤					
List of defects in the building/s: *					
➤ A permit has not been issued for the timber deck construction. ➤ The timber deck construction has not been tested in a permit application and may have items present that contravene the building regulations and part 5 siting regulations. ➤ The timber deck has been constructed against the south and west boundary, A setback of 900 mm is required for timber decks from boundaries. ➤ This report is not intended to list all items that contravene the building regulations.					
Areas of the building/s inaccessible at the time of inspection:					
➤ Foundations could not be verified. ➤ Footings could not be verified. ➤ Gauge of steel or stress grade of timbers could not be verified. ➤ Stormwater drainage system and discharge point cannot be confirmed. ➤ Waterproofing to wet areas could not be confirmed.					
Condition and status of incomplete works:					
➤ Nil					

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

* A report listing defects in the building/s to include but are not restricted to, conditions of the following building elements:

Site drainage	Footings	Subfloor
Frame	External walls	Internal walls and ceilings
Floor and wall tiling	External roof	Internal roof conditions
Built-in fittings/joinery	Doors/windows	Fireplaces/solid fuel heaters
Plumbing and drainage	Fixed appliances	Flyscreens
Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.		

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report or the section 32.

Documents attached to this report must remain with this report:

- Alterations to a Building.
Alterations to a building are exempt from the requirement to obtain a building permit by item 4 of schedule 3 if the building work will not Adversely affect and will not increase or decrease the floor area. or will not adversely affect the safety of the public or occupiers of the building.

Joseph P Borg

Dip. BS.
RBP IN-U- 24736
Accredited Mediator.
Pest Management Technician

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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