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ABN: 86 640 514 558

John Martin Buckingham and Maria Antonietta Buckingham

CONTRACT OF SALE

34 Sullivan Drive, Somerville VIC 3912

CONTRACT OF SALE OF REAL ESTATE

Property address: 34 Sullivan Drive, Somerville VIC 3912

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:..

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

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

....

State nature of authority, if applicable:..

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

SIGNED BY THE VENDOR:..

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

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

....

State nature of authority, if applicable:..

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

IMPORTANT NOTICE TO PURCHAERS

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 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: O'Brien Real Estate - Somerville

Address: 3/1065 Frankston Flinders Road, Somerville VIC 3912

Email: chrissy.kouvaras@obre.com.au

Tel: Mob: +61 (4) 18 870 521 Fax: Ref: Chrissy Kouvaras

VENDOR

Name: John Martin Buckingham and Maria Antonietta Buckingham

Address: 14 Burke Street, Hastings VIC 3915

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: LEAD Conveyancing

Address: Level 2, Suite 9, 454 Collins Street, Melbourne VIC 3000

Email: kerree.mcivor@leadconveyancing.com.au

Tel: 488 886 323 Mob: Fax: Ref: M-KM-BUC29-86269

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is –

described in the table below –

Certificate of Title reference	being lot	on plan
Volume 9392 Folio 270	141	LP130044

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: 34 Sullivan Drive, Somerville VIC 3912

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

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings of a permanent nature as inspected including Dishwasher, Four Split System Air Conditioners, Hot Water Service, Oven, Rangehood, Induction Cooktop, and Solar Panels.

PAYMENT (general condition 11)

Price: $ ....

Deposit: $ .... by ..../.............../................. of which $...has been paid

Balance: $ ....

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST'** appear in this box	-
If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words '**farming business**' or '**going concern**' in this box.	-
If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box	-

SETTLEMENT (general condition 10)

is due 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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

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

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

(only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on ..../........../20.........

OR

*periodic residential tenancy agreement determinable by notice

OR

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

TERMS CONTRACT (general condition 23)

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

LOAN (special condition 21)

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

Lender: .... (or another lender chosen by the purchaser)

Loan Amount: $... Approval date: ..../........../20.........

BUILDING REPORT (special condition 26)

☐ Special condition 26 applies only if the box is checked.

PEST REPORT (special condition 27)

☐ Special condition 27 applies only if the box is checked.

SPECIAL CONDITIONS

This contract does not include special conditions unless the words '**special conditions**' appear in this box.	SPECIAL CONDITIONS

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

See attached.

GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The Purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

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

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

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

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

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

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

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

3. Identity of the land

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

3.2 The purchaser may not:

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

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

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 For the purposes of enabling the purchaser to search the Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purpose specified in condition 7.2; and

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

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

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

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

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

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property

(a) that

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

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

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

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

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

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

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

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

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

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –

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

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

as though the purchaser was in default.

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

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

8 Builder warranty insurance

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

9. General law land

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

MONEY

10. Settlement

10.1 At settlement:

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

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

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

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either –
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts 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.

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

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

13. GST

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

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

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

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

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

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

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

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

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

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

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. Loan

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

14.2 The purchaser may end this 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 the loan; and

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

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

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

15. Adjustments

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

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

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

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

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyance for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyance:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

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

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

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

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

- A party who breaches this contract must pay to the other party on demand:
  (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
  (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default Notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

1. Interpretation and Definitions

1.1 General Conditions

(a) The special conditions will take priority over any General Conditions of this Contract of Sale to the extent of any inconsistency.

(b) General Condition 12.4 is added:
"Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* 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."

(c) General Condition 2.1 is amended by adding the phrase "prior to the revocation of the *Estate Agents (Contracts) Regulations 2008 (Vic)* on 11 August 2018" at the end of the general condition; and

(d) General Conditions 18, 24.4 – 24.6 are deleted from this contract.

1.2 Definitions

In this Contract of Sale except where inconsistent with the context or subject matter:

Authority means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

Bank means a financial lending institution that the Purchaser is obtaining finance from for the purpose of completing this Contract of Sale.

Bank Guarantee means a bank guarantee from a Bank which is irrevocable and unconditional, has no expiry date, is drawn in favour of the Vendor's solicitor office, secures the Deposit, entitles the Vendor's solicitor to call on the guarantee in accordance with the Contract and contains terms that are satisfactory to the Vendor acting reasonably.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgement, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

Deposit Bond means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit, issued by an issuer and in a form that is satisfactory to the Vendor acting reasonably, and with an expiry date that is no less than 45 days after the Settlement Date.

FIRB Approval means the approval of the Treasurer pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

General Conditions means the condition set out in Form 2 in the Schedule to the former *Estate Agents (Contracts) Regulations 2008 (Vic)* as amended in this Contract of Sale.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

Outgoings means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax. Land tax will cease to be an adjustable Outgoings for all Contracts entered into from and on 1 January 2024.

OC Act means the *Owners Corporation Act 2006 (Vic)*.

Owners Corporation means an owners corporation established under the OC Act.

Particulars of Sale means the Particulars of Sale to which these Special Conditions are attached.

Property means the Land that is sold under this Contract of Sale.

Settlement means the date upon which title is accepted and the Price is paid.

Transfer means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

Transferee means the Purchaser named under the Contract only.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which is attached to and forms a part of this Contract of Sale, otherwise referred to as a Section 32.

1.3 INTERPRETATION

In this Contract of Sale, unless the context requires otherwise:

(a) the singular includes the plural and vice versa;
(b) words denoting any gender include all genders;
(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
(d) a reference to a party, clause, paragraph, schedule or attachment is a reference to the same in this Contract of Sale;
(e) a reference to this Contract of Sale includes the General Conditions, Special Conditions, Schedules or Attachments;
(f) heading are for convenience and do not affect interpretation;
(g) a reference to "$" or "dollar" is a reference to the Australian currency;
(h) a reference to a time is a reference to the Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;

(i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;

(j) words and expressions denoting natural persons include body corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;

(k) a reference to any legislation or to any provision of any legislation includes:

  (i) any modification, re-enactment or replacement of the legislation; and

  (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the Contract of Sale or any part of it; and

(m) terms described in the Particulars of Sale have the same meaning when used in this Contract.

2. Guarantee and Indemnity

2.1 Corporate Purchaser to provide Guarantee

(a) Where the Purchaser is a corporation, the Purchaser must deliver to the Vendor on the Day of Sale a Guarantee in the form of the Schedule 1 annexed to this Contract of Sale executed by its sole director if it is a sole director corporation or two directors if it is a multi-director corporation.

(b) Special Condition 2.1(a) does not apply to a corporation that is officially listed in the Australian Stock Exchange.

(c) Failure by the Purchaser to provide a Guarantee in accordance with Special Condition 2.1(a) will give the Vendor the right to end this Contract immediately by written notice at any time before the Guarantee is provided. General Condition 27.1 (Default notice) and General Condition 28 (Default not remedied) do not apply to the Vendor's right to end this Contract of Sale under this special condition.

2.2 Foreign Investment Review Board (FIRB)

(a) The Purchaser warrants that FIRB Approval is not required by the Purchaser for the purchase of the Property, or that if it is required, the Purchaser has obtained that approval or will obtain that approval prior to Settlement.

(b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Purchaser breaching its warranty in Special Condition 2.2(a).

(c) The Vendor may elect to serve notice on the Purchaser to end this Contract prior to Settlement if the Purchaser breached its warranty in Special Condition 2.2(a).

(d) If this Contract is terminated under Special Condition 2.2(c), the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

2.3 Scope of Indemnities

(a) Each indemnity contained in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after the completion or termination of this Contract of Sale.

(b) The Vendor is entitled to recover under an indemnity before incurring expenses.

3. Identity of the Property

3.1 Purchaser's Acknowledgements:

The Purchaser acknowledges that:

(a) the Property as inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;

(b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;

(c) improvements located on adjoining properties do not encroach on the Land; and

(d) any improvements on the Land comply with all Laws.

3.2 Purchaser's rights

The Purchaser must not:

(a) make any requisition, objection or Claim;

(b) ask the Vendor to amend title, take any action or incur any Cost; or

(c) delay Settlement, rescind or terminate this Contract of Sale

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 3.

4. Restrictions

4.1 Laws affecting the Property and its use

(a) The Property is sold subject to all Laws affecting the Property, its use and development, including any planning permits and legislation, building legislation and regulations and owners corporation rules.

(b) No Law or the failure of compliance with it constitutes a defect in the Vendor's title or affects the validity of this Contract.

4.2 Encumbrances

The Property is subject to the encumbrances detailed in or annexed to the Contract and Section 32.

4.3 Purchaser's risk

The Purchaser is:

(a) is responsible for remedying, at its own Cost, any failure of the Property to comply with any Laws or encumbrances disclosed in the Contract and Section 32 affecting the Property; and

(b) indemnifies the Vendor for all Claims and Loss which the Vendor may incur or become liable for as a result of the Purchaser's failure to remedy any such failure.

4.4 No requisitions

The Purchaser must not:

(a) make any requisition, objection or Claim;

(b) ask the Vendor to take any action or incur any Cost; or

(c) delay Settlement, or rescind or terminate this Contract of Sale,

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 4.

5. Condition of the Property

(a) The Property and any chattels including any improvements to it are sold in their present condition and subject to any defects and fair wear and tear.

(b) The Purchaser agrees that unless otherwise stated in this Contract, the Vendor may not be required to make any improvements to the Property prior to Settlement, including if the Goods become defective after the Day of Sale due to fair wear and tear.

(c) The Purchaser acknowledges that the Vendor is not required to make good and repair any damage that might be caused to the property due to the removal of Goods prior to Settlement. For the avoidance of doubt, any damage including cracks, holes, scratches, dents, scrapes and like surface damage are considered fair wear and tear pursuant to General Condition 24.2.

(d) The Purchaser acknowledges that the Vendor is only required to provide the Property to the Purchaser in a reasonably clean state on Settlement, free from all debris and Goods that are not included in the sale. Unless otherwise specified, the Purchaser will not require the Vendor to undertake or incur any costs in organising for any form of professional cleaning, carpet cleaning, lawn mowing, plant trimming or similar maintenance activities prior to Settlement.

6. Rights of Entry

(a) The Purchaser's rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspections) must be exercised at reasonable times and with prior approval of the Vendor.

(b) Unless otherwise stated in this Contract, the Purchaser's rights of entry for inspection under General Condition 22 may only be exercised once prior to Settlement.

7. Nomination

(a) The Purchaser agrees that it is entering into this Contract with the intention to take title on settlement as a Transferee under the Transfer and that it will not nominate the right to take title to another person and/or legal entity.

(b) Any common law right that the Purchaser may have to nominate the right to take title is expressly excluded.

(c) Where the Purchaser requests to nominate their right to take title to another person and/or legal entity despite Special Condition 7(a), the Purchaser agrees that it will be in default of this Contract of Sale, and the nomination can only occur with the Vendor's prior written consent to waive the restriction under this special condition, which may be exercised in its absolute discretion, subject to the Purchaser:

   (i) not already in default of any other provisions under this Contract of Sale when the nomination is requested;

   (ii) make its nomination request in writing to the Vendor no less than 14 days before the Settlement Date;

   (iii) deliver to the Vendor with the request of nomination, a Guarantee in accordance with Special Condition 2.1 if the nominee is a corporation as if the nominee was included as a Purchaser in the Contract of Sale;

   (iv) pay the Vendor's legal costs of responding to the nomination agreed to be $330 (excl GST) payable at Settlement by way of adjustments.

8. Paper Settlement

8.1 This Special Condition 8 only applies to the Contract of Sale if the transaction must be completed on a paper-based Transfer (**Paper Transfer**), due to the Purchaser's inability to settle the Transfer as an electronic transaction, which for the avoidance of doubt, is deemed a default of contract entitling the Vendor only to claim reasonable costs to cover the Vendor's expenses of undertaking a Paper Transfer.

8.2 Paper Transfer

(a) The Purchaser's legal practitioner or conveyancer must deliver the duly prepared and signed Paper Transfer to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.

(b) The delivery of the Paper Transfer is not acceptance of title.

(c) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 8.2, the Vendor may:

   (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the Paper Transfer; and

   (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

(d) The Purchaser acknowledges that processing of the Paper Transfer by the Vendor's legal practitioner or conveyancer is more cumbersome. Where the Paper Transfer is required due to the Purchaser's personal circumstances not to the fault of the Vendor, that the Purchaser will pay the Vendor's additional costs of $249 (excl GST) at Settlement.

8.3 Paper Settlement

(a) Settlement for a Paper Transfer will occur at a physical venue and at a time in accordance with this Special Condition (**Paper Settlement**).

(b) (**Time for Settlement**)

(i) Settlement must take place between the hours of 10 am and 3 pm unless the parties agree otherwise.

(ii) Settlement after 3 pm on any day is deemed to take place on the next Business Day.

(iii) Subject to Special Condition 8.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually acceptable time for Settlement to take place. If an agreement cannot be reached, the Vendor may nominate a time for Settlement by written notice to the Purchaser.

(c) (**Place for Settlement**) Settlement will take place at any place as directed by the Vendor in their absolute discretion.

(d) (**Documents for Settlement**) The Vendor must deliver to the Purchaser at Settlement all documents that is required to affect a transfer of title from the Vendor to the Purchaser upon payment of the Price including:

(i) the Paper Transfer;

(ii) the certificate of title for the Land;

(iii) the discharge of mortgage, withdrawal of caveat and any registry instruments required to remove an encumbrance on the Land that would otherwise prevent the registration of a transfer of title.

(e) For the avoidance of doubt, nothing in Special Condition 8.3(d) requires the Vendor to provide additional documents after Settlement is completed.

9. Electronic Settlement

9.1 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 special condition has priority over any other provision of this Contract to the extent of any inconsistency.

9.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 9 ceases to apply from when such a notice is given.

9.3 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.*

9.4 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.

9.5 This Special Condition 9.5 applies if there is more than one electronic lodgement network operator in respect of this transaction. In this Special Condition 9.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent of 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 the 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 the Purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.

9.6 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.

9.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible

if, after the locking of the Workspace at the nominated settlement time, settlement in accordance with Special Condition 9.6 has not occurred by 4 pm, or 6 pm if the nominated time for Settlement is after 4 pm.

9.8 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.

9.9 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.

10. Statement of Adjustments

10.1 Delivery of the Statement of Adjustment

(a) The Purchaser's legal practitioner or conveyancer must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.

(b) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 10.1(a), the Vendor may:

(i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the statement of adjustments; and

(ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

10.2 Liability for Outgoings

The Vendor must pay all Outgoings required to be paid by the Vendor for the Property up to and including the Settlement Date. The Purchaser must pay all Outgoings required to be paid after the Settlement Date.

10.3 Apportionment of Outgoings

(a) (**Billing cycle**) An apportionment of Outgoings must be made in respect of the period to which it relates.

(b) (**Paid basis**) An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Settlement Date.

(c) (**Disregard personal statutory benefit**) Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

10.4 Outgoings which have not been assessed

If at Settlement, the amount of any Outgoings that has not been assessed or separately assessed by the relevant Authority:

(a) The Vendor may require the Purchaser to adjust at Settlement an amount which the Vendor acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period.

(b) The adjustments of the unassessed Outgoings will be made in accordance with Special Condition 10.3. As soon as possible after the assessment of the Outgoings are made, the parties must make any necessary re-adjustment between themselves.

(c) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

11. Owners Corporation

11.1 This special condition will only apply if there is an Owners Corporation registered on the title of the Property, which includes any body corporate which is deemed to be an Owners Corporation pursuant to clause 3 of Schedule 2 of the *Owners Corporation Act 2006 (Vic)* (**OC Act**).

11.2 Fees set by the Owners Corporation pursuant to section 23 of the OC Act for the recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser in accordance with Special Condition 10.3.

11.3 Fees set by the Owners Corporation pursuant to section 24 of the OC Act for any special levies and charges that:

(a) were levied and disclosed to the Purchaser before the Day of Sale but remains unpaid; or

(b) are levied after the Day of Sale

must be borne by the Purchaser in full and will not be adjusted in accordance with Special Condition 10.3.

11.4 For the avoidance of doubt, Special Condition 11.3 applies even if the Vendor has elected to pay for the special levies prior to Settlement Date.

12. Foreign Resident Capital Gains Withholding (FRCGW)

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

12.2 Every Vendor under this contract is a foreign resident for the purposes of this special 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.

12.3 The remaining provisions of this Special Condition 12 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 Schedule 1 to the *Taxation Administration Act 1953* (Cth).

12.4 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.

12.5 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 special condition; and

(b) ensure that the representative does so.

12.6 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 special 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 special 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.

12.7 The representative is taken to have complied with the requirements of Special Condition 12.6 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.

12.8 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.

12.9 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.

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

13. GST Withholding

13.1 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 special condition unless the context requires otherwise. Words and expressions shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

13.2 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 of 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.

13.3 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 18 and Special Condition 7 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.

13.4 This special condition applies 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 special condition is to be taken as relieving the Vendor from compliance with section 14-255.

13.5 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.

13.6 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 special condition; and

(b) ensure that the representative does so.

13.7 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 special 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 special 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.

13.8 The representative is taken to have complied with the requirements of Special Condition 13.7 if:

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

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

13.9 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 Special Condition 13.9, 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 include particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

13.10 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 of 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.

13.11 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.

13.12 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 Special Condition 13.11; 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.

14. Notice

14.1 METHOD OF SERVICE

Any demand or notice given by any party under, or in connection with, this Contract of Sale must be given or received by the legal practitioner or conveyancer for that party and must be:

(a) in writing; and

(b) hand delivered, sent by prepared post or transmitted by email to the recipient's address as detailed in the Particulars of Sale (or as varied by notice).

14.2 Receipt

A notice given in accordance with this special condition is taken to have been validly served:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post:

  (i) within Australia, on the date that is two (2) Business Days after the date of posting; or

  (ii) to or from a place outside of Australia, on the date that is seven (7) Business Days after the date of posting.

(c) if transmitted by email, on transmission;

but if the delivery or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received no earlier than 9 am on the next Business Day.

15. Whole Contract

15.1 Entire agreement

This Contract of Sale forms the entire agreement between the parties in relation to the Property and its purchase.

15.2 Conditions not in the Contract of Sale

Any promise, condition, representation, information or warranty relating to or leading up to the Day of Sale provide or made by, or on behalf of the Vendor which is not expressly set out in this Contract of Sale is expressly negatived and withdrawn.

16. Waiver

16.1 Failure to exercise power or right

(a) The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.

(b) The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

16.2 No waiver of the Purchaser's obligations

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

16.3 Waiver to be in writing

Waiver of any power or right under this Contract of Sale:

(a) must be in writing by the party or their legal practitioner or conveyancer entitled to the benefit of that power or right; and

(b) is effective only to the extent set out in that written waiver.

17. Default and Rescission

17.1 Default interest

(a) If the Purchaser fails to pay an amount payable under this Contract of Sale on the due date for payment, the Purchaser must pay on demand interest on the amount unpaid at the rate that is 8% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.

(b) Interest payable under Special Condition 17.1(a):

  (i) accrues on a daily basis and includes the due date for payment up to and including the actual date of payment; and

  (ii) exclusive of any Costs that may be claimed by the Vendor under Special Condition 17.2.

17.2 Default costs

If the Purchaser breaches this Contract of Sale, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach including but not limited to:

(a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;

(b) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property including the Cost of any bridging finance, interest, penalties, fees, charges and other expenses;

(c) the Vendor's proper legal costs of $440 (excl GST) and disbursements for each and every default;

(d) the Vendor's proper legal costs of preparation and service of each and every notice of default under General Condition 27 in the sum of $550 (excl GST);

(e) any Costs associated with rescheduling Settlement in the sum of $199 (excl GST);

(f) the Vendor's Costs of accommodation and removalist including storage of goods.

17.3 Notification of Stakeholder

The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

18. General

18.1 Severability

Any provisions of this Contract that is illegal or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

18.2 Non-Merger

The conditions of this Contract of Sale that can take effect after the Settlement Date will continue to be in force as long as necessary to give effect to it.

18.3 Act in good faith

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the terms of this Contract of Sale in good faith, including but not limited to the execution of documents and taking any actions reasonably required to comply with the terms of this Contract of Sale in a timely manner.

19. Deposit

19.1 Cash deposit

Payment of the Deposit must be made by want of a cheque drawn on an authorised deposit-taking institution or by electronic funds transfer to the stakeholder under the Contract. Unless otherwise agreed by the parties, the Deposit may not be paid in the form of cash.

19.2 Non-Cash deposit

(a) The Deposit under the Contract of Sale may be paid wholly or partly by way of Deposit Bond or Bank Guarantee (**Bond**) but only with the Vendor's prior written approval.

(b) The Bond must be in a form that is satisfactory to the Vendor and must have an expiry date of at least 45 days after the Settlement Date.

(c) The Bond must be delivered to the Vendor's estate agent, legal practitioner or conveyancer in its original form within seven (7) days after the Day of Sale.

(d) Where Settlement is extended, resulting in the Bond expiring on a date that is within 45 days after the original Settlement Date, the Purchaser must at its own cost and prior to the expiry of the Bond deliver a replacement on the same terms and conditions to the Vendor or make payment of the Deposit in the form of cash by way of cheque or electronic funds transfer in accordance with Special Condition 19.1.

(e) Where a Bond is used as Deposit, the Purchaser must pay the full amount secured by the Bond to the Vendor as the Vendor's legal practitioner or conveyancer may direct on Settlement.

(f) Where the full amount secured by the Bond is paid by the Purchaser in the form of cash pursuant to Special Condition 19.2(d) or (e), the Vendor must return the Bond in its original form to the Purchaser within a reasonable time thereafter.

(g) The Vendor may claim on the Bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract or if this Contract comes to an end for any reason.

(h) This special condition is subject to General Condition 11.2.

19.2 PAYMENT OF DEPOSIT ON TIME

(a) The Purchaser acknowledges and agree that payment of the Deposit in full and on time by 5 pm on the due date is an essential term of the Contract of Sale.

(b) Failure to comply with this special condition is a breach of Contract under General Condition 25 and entitles the Vendor to serve written notice on the Purchaser to terminate the Contract at any time after the due date but before full payment is made by the Purchaser in accordance with Special Condition 19.1.

(c) The 14 days' notice timeframe referred to in General Condition 27.2 does not apply to any default and termination notice served due to the Purchaser's failure to comply with this special condition.

20. Christmas and New Year

20.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.

20.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 20.1.

20.3 The notice period for any Default Notice served prior to 20 December in any calendar year will not include the dates between 20 December to 15 January of the following year inclusive. Time will resume from 16 January onwards.

20.4 Neither party may make any objection, requisition or Claim for any compensation in respect of any matter referred to in this Special Condition 20.

21. Subject to finance

21.1 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.

21.2 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 on 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.

21.3 For the purpose of this special condition, "written evidence of rejection or non-approval of the loan" means a letter on a Bank's letterhead referencing the Purchaser's full name confirming that a loan application was submitted but was denied. Any letter in support by a mortgage broker will not be sufficient.

21.4 All money must be immediately refunded to the purchaser if the contract is ended under this special condition.

22. Contract variations

22.1 The Purchaser acknowledges and agrees that once the contract has been fully signed by the parties, all key dates of the contract constitute essential terms and no variations can be made unless it is made in writing by exchange of letters between the parties' legal representatives.

22.2 If the Purchaser requests for any variations to the contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of $149 (excl GST) for each and every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the contract.

23. Digital duties forms

23.1 Definitions and interpretation

In this Special Condition 23:

DDF means the online form called "Digital Duties Form" generated from the SRO website related to the settlement of this contract;

Due Date means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

SRO means the State Revenue of Victoria; and

SRO Settlement Statement means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

23.2 The Vendor's legal practitioner must initial a DDF and send the invitation to the Purchaser's legal practitioner to complete those parts of the DDF which are to be completed by the Purchaser prior to settlement.

23.3 The Purchaser's legal practitioner must use all reasonable efforts to ensure that the DDF is completed and made ready for signing no later than three (3) business days prior to settlement so that the Vendor's legal practitioner will have sufficient time to obtain the Vendor's signature on the DDF for the purpose of settlement.

23.4 If the Purchaser's legal practitioner fails to comply with Special Condition 23.3, the Vendor or Vendor's legal practitioner will have the right to delay settlement for up to three (3) business days to provide enough time to the Vendor to review and sign the DDF, during which time the Purchaser will be considered to be in default under the contract and the Vendor may recover penalty and costs in accordance with the terms of this contract.

24. Subject to lease

24.1 This special condition applies only if the contract is made subject to lease and a copy of the lease agreement is included in the section 32 statement (**Lease**).

24.2 Until full payment of the Purchase Price is received, the Vendor may in the ordinary course of business, take proceedings in respect of the Lease to secure payment of any outstanding monies and do all things which may be necessary or ancillary to the proper management of the land.

24.3 The Purchaser acknowledges and agrees that it will perform all the obligations of the Landlord under the Lease after the Settlement Date, and will indemnify the Vendor from all damages, costs, expenses, and liabilities resulting from any breach of terms in the Lease agreement.

24.4 If the Lease agreement provides that rates, taxes and outgoings (**Outgoings**) are payable by the tenant, either to the Vendor or to any assessing authority, the Vendor shall not be called upon to pay any such Outgoings on settlement unless the Vendor has received the necessary payments from the tenant.

24.5 Notwithstanding section 141(1) of the *Property Law Act 1958* (Vic), the Vendor retains all rights to recover rent and Outgoings which relate to any period prior to the settlement date and to the extent such retention is ineffective, the Purchaser must at the request and expense of the Vendor, exercise its rights under section 141(2) of the said Act for the benefit of the Vendor.

24.6 Save for production and enclosure of the Lease, the Vendor is not required to provide any other documents relating to the Lease prior to or at Settlement. The Purchaser must rely on its own due diligence in relation to the Lease.

25. COVID-19 pandemic

25.1 The parties agree that should the Australian or Victorian Governments require the parties to be quarantined or to be in self-isolation due to the outbreak of the COVID-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal practitioner or conveyancer in writing of the period of the quarantine or self-isolation, as soon as practicable. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

25.2 For the benefit of both parties to this transaction, should either party:

(a) contract the COVID-19 virus;
(b) be placed in quarantine or isolation in the property;
(c) be directed to quarantine or self-isolate in the property; or
(d) need to care for an immediate member of their household or family in the property who is directly affected by Special Condition 25.2(a) – (c),

then the parties agree that the following provisions shall apply:

(e) the other party cannot issue a Notice of Default on the party affected by the circumstances outlined in Special Condition 25.2(a) – (d) until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
(f) the party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;

(g) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;

(h) if the Vendor is the party seeking the benefit of this clause, he must:

(i) do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;

(ii) thoroughly disinfect the property including but not limited to vacuuming carpets, cleaning air-conditioning filters, using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

24.3 For the benefit of both parties to this transaction, should the Australian or Victorian Governments issue any form of mandate that causes a delay to the due and timely performance of any provisions of this contract, whether it is an essential or non-essential term, the party that is delayed will be entitled to seek an extension without penalty and cost to the due date for performance of such provisions, but only after having exercised all reasonable efforts to complete their obligations via alternative means, to which the other party not affected cannot unreasonably withhold consent.

26. Building report

26.1 This special condition only applies if the applicable box in the particulars of sale is checked.

26.2 The Purchaser may end this contract within 14 days after 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 in default under any other condition of this Contract when the notice is given.

26.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.

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

27. Pest report

27.1 This special condition only applies if the applicable box in the particulars of sale is checked.

27.2 The Purchaser may end this contract within 14 days after 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 in default under any other condition of this Contract when the notice is given.

27.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.

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

28. Swimming pool or spa

28.1. This special condition applies only if there is a swimming pool or spa on the Land as defined by the *Building Regulations 2018* (Vic).

28.2. The Vendor makes no representation as to any swimming pool or spa as to its compliance or otherwise with the *Building Regulations 2018* (Vic) or any other related regulations that may exist from time to time.

28.3. The Purchaser acknowledges that the Purchaser has performed its own due diligence on any swimming pool or spa and accept the condition of the same "as is, where is". The Purchaser will not raise any requisition, objection, demand, claim for compensation from the Vendor, delay settlement or terminate the Contract due to any matters related to any swimming pool or spa on the Land, including the registration and compliance or otherwise of the swimming pool or spa.

28.4. For the avoidance of doubt, the Purchaser is responsible for any notice, order, demand, or levy imposing liability on the property that is issued or made on or after the Day of Sale that relates to the swimming pool or spa on the Land, including the costs of arranging for registration, and/or compliance after Settlement as appropriate. This special condition will not merge on settlement.

29. Error in adjustments

29.1. Both parties agree that if there are any errors to the Statement of Adjustments not discovered prior to Settlement, that both parties exercise all reasonable efforts after Settlement to respond to the other parties' requests in relation to any corrections that may be required.

29.2. This special condition does not merge on Settlement.

30. Auction Contract

If the Property is sold by public auction, the provisions of this special condition shall apply:

(a) subject to the reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser;

(b) the auctioneer may refuse any bid, but no bid may be retracted;

(c) the auctioneer may withdraw the Property from sale at any time;

(d) if any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the Property again at the last undisputed bid;

(e) the auctioneer may determine the maximum or minimum amount by which the bidding may be advanced;

(f) the auctioneer may refer the bid to the Vendor at any time before the conclusion of the auction;

(g) the Vendor reserves the right to:

  (i) bid personally or by an agent provided that such bid is fully disclosed as being a 'vendor's bid'; and

  (ii) withdraw the Property at any time before it is actually sold without disclosing the reserve price;

(h) the successful bidder must immediately sign the Contract of Sale on fall of the hammer. If the successful bidder fails to do so within 15 minutes after fall of the hammer, the Vendor may, without prejudice to the Vendor's rights against the successful bidder, re-offer the Property for sale to any other person; and

(i) if a reserve price has been set for the Property, and the Property is passed in below that reserve price, the Vendor will negotiate with the highest bidder.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

________________________________	________________________________
Name of first Guarantor (print)	Name of second Guarantor (print)
________________________________	________________________________
Address of first Guarantor (print)	Name of second Guarantor (print)

(**Guarantors**)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract of Sale for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

(a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the Contract of Sale whether monetary or non-monetary, present or future, actual or contingent ("**Guaranteed Obligations**").

(b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract of Sale or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

(a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and

(b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:

  i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract of Sale;

  ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or

  iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

SIGNED SEALED and **DELIVERED** by **FIRST GUARANTOR** in the presence of:)
)
)

Signature of witness	Signature of First Guarantor
Name of witness (print)	
Address of witness (print)	

SIGNED SEALED and **DELIVERED** by **SECOND GUARANTOR** in the presence of:)
)
)

Signature of witness	Signature of First Guarantor
Name of witness (print)	
Address of witness (print)	

EXECUTED BY THE GUARANTORS AS A DEED this day of 20

SCHEDULE 2

Regulations 5, 6 and 7 – General Rules for Conduct of Public Auctions of Land

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

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5 - Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids-

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962 (Vic)* or the *Sale of Land Regulations 2005 (Vic)*. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "LawToday".

www.leadconveyancing.com.au
ABN: 86 640 514 558

John Martin Buckingham and Maria Antonietta Buckingham

Vendors Statement

34 Sullivan Drive, Somerville VIC 3912

Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Vendor: **John Martin Buckingham and Maria Antonietta Buckingham**
Property: **34 Sullivan Drive, Somerville VIC 3912**

---

1. Definitions

In this Vendor's Statement:

Certificate means a certificate issued by the relevant Authority.

Schedule means a schedule or annexure to this Vendor's Statement.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.

In this Section 32, the checkboxes marked with a tick, or an "x" represents the vendor's responses to the matters referred to below. Any unmarked checkboxes are not included in this section 32.

2. Section 32A – Financial matters

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

no more than

☐ $3,000 ☐ $5,000 ☐ Other, $__________

as evidenced by the attached notices received by the Vendor.

OR

☒ contained in the attached Certificates.

2.2 ☐ To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

☐ Details of the charges are:

____

____

2.3 This Contract is **not** a Terms Contract that requires the purchaser to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

2.5 The Land being sold:

☒ is **not** land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

☐ is land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024. The entry date of the land is: Not Applicable.

2.6 The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: 110.

3. Section 32B – Insurance details

3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

3.2 **Owner builder**

☒ The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.

☐ The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:

(a) defects inspection report; and

(b) domestic building insurance.

4. Section 32C – Matters relating to land use

4.1 Easements, covenants or other similar restrictions

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

☒ no existing failure to comply with the terms of any Encumbrances

☐ a breach to the terms of the Encumbrances, the particulars of which are:

____

____

To the best of the Vendor's knowledge,

☒ the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.

☐ the Vendor is aware of unregistered Encumbrances and the particulars are:

____

____

☐ no existing failure to comply with the unregistered Encumbrances.

4.2 Road access

There:

☒ is access to the Property by road.

☐ is no access to the Property by road.

4.3 Designated bushfire prone area

☐ The Land **is** in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

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

4.4 Planning scheme

Refer to the attached Certificate for the required information.

5. Section 32D – Notices

5.1 Notice, order, declaration, report or recommendation

☒ To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.

☐ Refer to the attached Certificate for the required information.

5.2 Agricultural chemicals

To the best of the Vendor's knowledge, there are **no** notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

5.3 Compulsory acquisition

To the best of the Vendor's knowledge, the particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986:*

☒ are not applicable to this Property.

☐ are:

____

____

6. Section 32E – Building permits

☒ There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.

☐ Refer to the attached Certificate for further details.

7. Section 32F – Owners Corporation

☒ There is no owners corporation in relation to this Property.

☐ There is an/are owners corporation(s) in relation to this Property;

- ☐ but it is an **inactive** owners corporation.
- ☐ the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. Section 32G – Growth Areas Infrastructure Contribution (GAIC)

☒ To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.

☐ Refer to the attached Certificate for further details.

9. Section 32H – Services that are not connected

The Vendor discloses that the following services are:

Electricity supply:	☐ Not connected
Gas supply:	☐ Not connected
Water supply:	☐ Not connected
Sewerage supply:	☐ Not connected
Telephone supply:	☐ Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. Section 32I – Evidence of title

The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

☒ Title search for Certificate of Title Volume 9392 Folio 270

☒ Copy of the plan LP 130044

☐ Copy of a Letter of Authority / Power of Attorney

☐ Copy of Probate

☐ Other:

____

____

11. Lease

☒ There are no tenants living at the Property and the Property will be sold as vacant possession.

☐ There are tenants living at the Property and a copy of the Lease is attached.

12. Due diligence checklist

Schedule 1 is attached for the Purchaser's benefit.

13. GST withholding notice

The Vendor discloses to the Purchaser that this sale is:

☐ a taxable withholding ☒ **not** a taxable withholding

☐ in full ☐ to an extent

Where this sale is a taxable withholding, margin scheme

☐ will be (7% of the Purchase Price to be withheld)

☐ will not be (1/11th of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

☒ **not required** to make a withholding.

☐ required to make a withholding payment using the below details:

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of residential withholding payment: $___________

Amount purchaser must pay: $__________

Amount must be paid: ☐ at Settlement ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: $____________

DATE OF THIS STATEMENT: The 06/07/2026

SIGNATURE OF THE VENDOR John Martin Buckingham .... MBuckingham

John Martin Buckingham (Jul 6, 2026 17:46:13 GMT+10) Maria Antonietta Buckingham (Jul 6, 2026 17:54:04 GMT+10)

* If signing for a Company Vendor, please insert full name and title (e.g.: sole director, director / secretary)

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

DATE OF THIS ACKNOWLEDGEMENT: The day of 20___

SIGNATURE OF THE PURCHASER ....

* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

[Delete this Schedule if there is no Owners Corporation]

SCHEDULE 2 – REGULATION 12 – STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

1.

What is an Owners Corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of the lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and liability

The plan of subdivision will also show your lot entitlement and liability. Lot entitlement represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is the owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an Owners Corporation

An owners corporation may be self managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation choses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECTS OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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 09392 FOLIO 270 Security no : 124136041713C
Produced 30/06/2026 09:09 AM

LAND DESCRIPTION

Lot 141 on Plan of Subdivision 130044.
PARENT TITLES :
Volume 09239 Folio 568 Volume 09374 Folio 328
Created by instrument LP130044 03/10/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN MARTIN BUCKINGHAM
MARIA ANTONIETTA BUCKINGHAM both of 54 CANTERBURY PLACE MIDDLE PARK VIC 3206
AM515723L 01/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM515724J 01/02/2016
MEMBERS EQUITY BANK LTD

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

DIAGRAM LOCATION

SEE LP130044 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: 34 SULLIVAN DRIVE SOMERVILLE VIC 3912

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack 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	**LP130044**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**30/06/2026 09:09**

LP130044

EDITION 1

~~PARISH~~ / ~~TOWNSHIP~~ / CHART 7

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 17

PARISH OF TYABB

COUNTY OF MORNINGTON

SCALE OF METRES 8 0 16 32 48 64

LENGTHS ARE IN METRES

APPROPRIATIONS

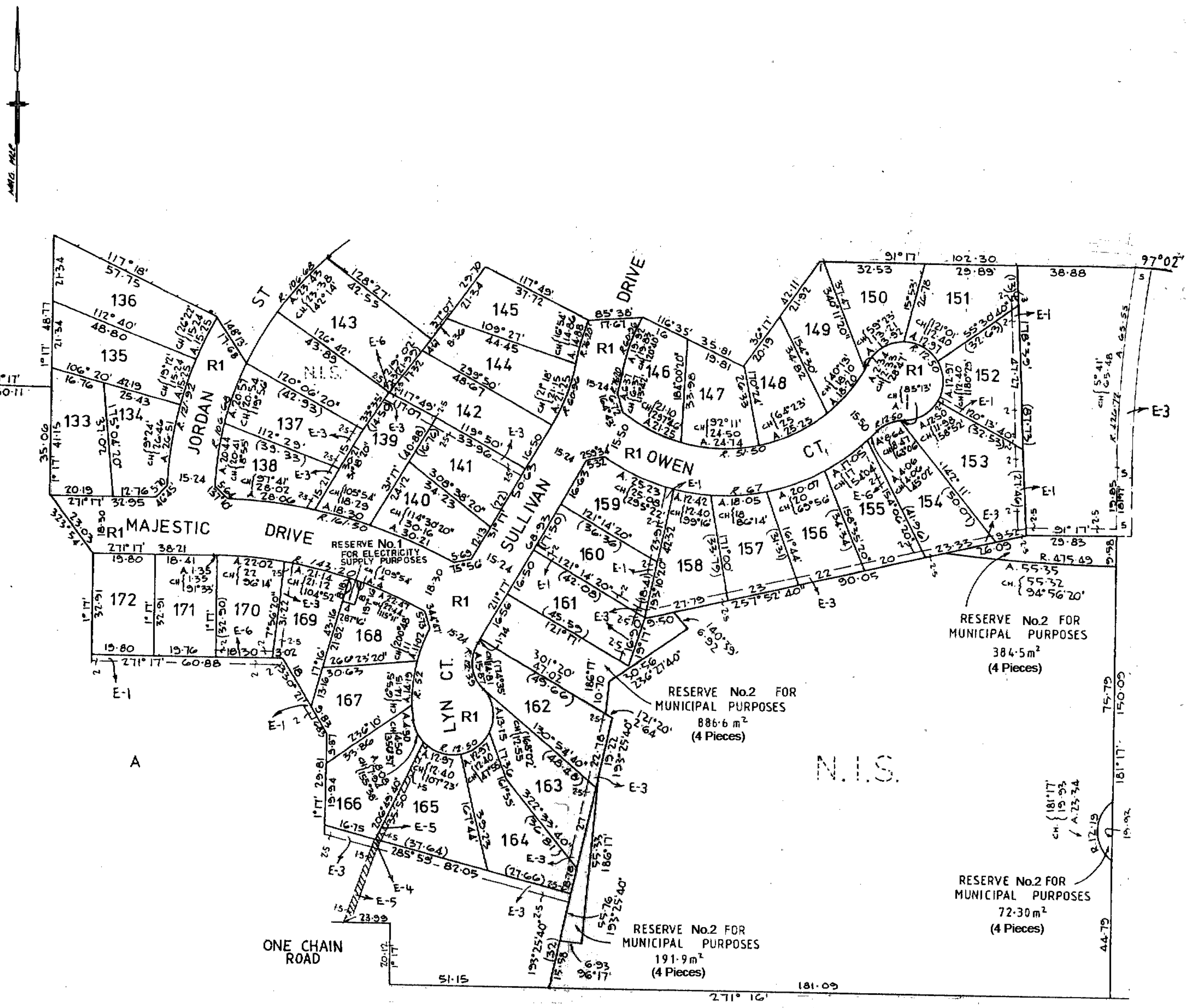
BLUE :- DRAINAGE
PURPLE :- SEWERAGE
YELLOW & YELLOW HATCHED :- DRAINAGE & SEWERAGE
BLUE HATCHED & YELLOW HATCHED :- ELECTRICITY SUPPLY
BROWN :- WAY, DRAINAGE & SEWERAGE

LOT 1 TO 132 INCLUSIVE ARE OMITTED
UNDERLINED DIMENSIONS NOT SUBJECT TO SURVEY

VOL.9239 FOL.568
VOL.9374 FOL.328

APPROVED 17/7/80

COLOUR CONVERSION
BLUE = E-1
BROWN = R1
YELLOW = E-3
YELLOW HATCHED = E-4
BLUE HATCHED = E-5
PURPLE = E-6



SHEET 1 OF 2 SHEETS

LP130044

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 17 PARISH OF TYABB COUNTY OF MORNINGTON SCALE: 20 0 40 80 120 LENGTHS ARE IN METRES	APPROPRIATIONS BLUE :- DRAINAGE PURPLE :- SEWERAGE YELLOW & YELLOW HATCHED:- DRAINAGE & SEWERAGE BLUE HATCHED & YELLOW HATCHED:- ELECTRICTY SUPPLY BROWN :- WAY, DRAINAGE & SEWERAGE

VOL. 9239 FOL. 568
VOL. 9374 FOL. 328

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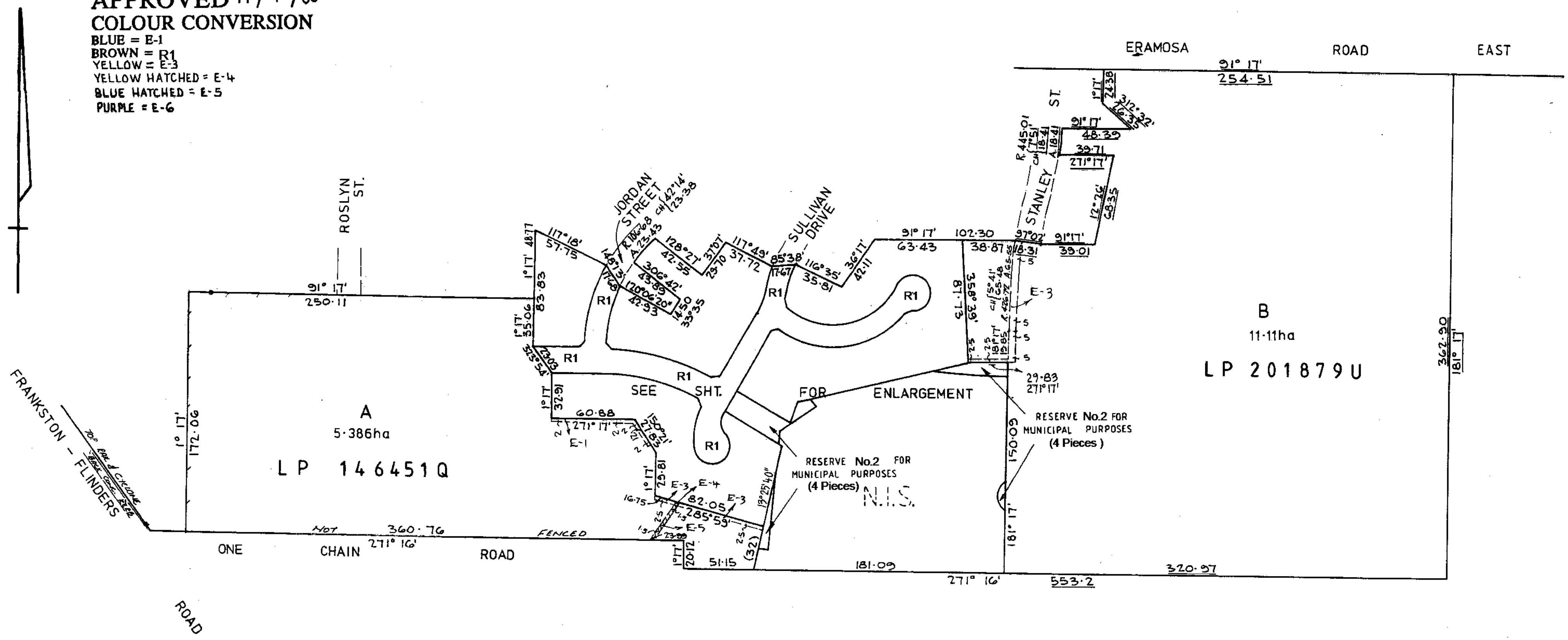


SHEET 2 OF 2 SHEETS

For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600

MORNINGTON PENINSULA *Shire*

Our reference: LIC2026/9599 Issue Date: 30/6/2026 Property Number: 93985
Your reference: 81008589-001-0

Land Information Certificate

(Section 121 of the Local Government Act 2020)

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Property Address:	34 Sullivan Drive SOMERVILLE VICTORIA 3912		
Legal Description:	Lot 141 LP 130044 Vol 9392 Fol 270		
Applicant:	Landata		
Valuations:	Site Value:	$495000	
	Capital Improved Value:	$675000	
	Net Annual Value:	$33750	
Level of value date:	1/1/2025	Effective date:	1/7/2025

Rates, Charges and other monies for the year ending 30/6/2026.

Arrears as at 1/7/2025	**$0.00**
General Rates	$954.45
Waste Services	$433.00
Fire Services Property Levy	$252.75
Extra Bin / Green Waste Bin Charges	$0.00
Interest	$0.00
Rebates	$0.00
Receipts, Adjustments and Prepayments	$-1,640.20
Special Rates and Charges	$0.00
Other Outstanding Charges/Property Debt	$0.00
Total Due	**$0.00**

This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
In accordance with Section 175 (1) *Local Government Act 1989*, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.
Should you have any questions relating to any of the above charges please contact Revenue on (03) 5950 1080.

When submitting Acquisitions/Dispositions please send through acquisitions@mornpen.vic.gov.au

BPAY

Biller Code: **304618**

Reference 2200939854

Authorised Officer

Iain Griffiths

Revenue Management Team Leader

MORNINGTON PENINSULA SHIRE

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Unknown 03/07/2020 15:02:02
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 141 34 SULLIVAN DRIVE
SOMERVILLE 3912
141 LP 130044

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01912/28	LANDATA CER 81008592-001-4	30 JUNE 2026	52506573

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		$176.08
Payments		$176.08
	TOTAL UNPAID BALANCE	$0.00

- The meter at the property was last read on 09/06/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$2.66 per day**

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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.

The applicable flood level for this property is RL 44.93 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

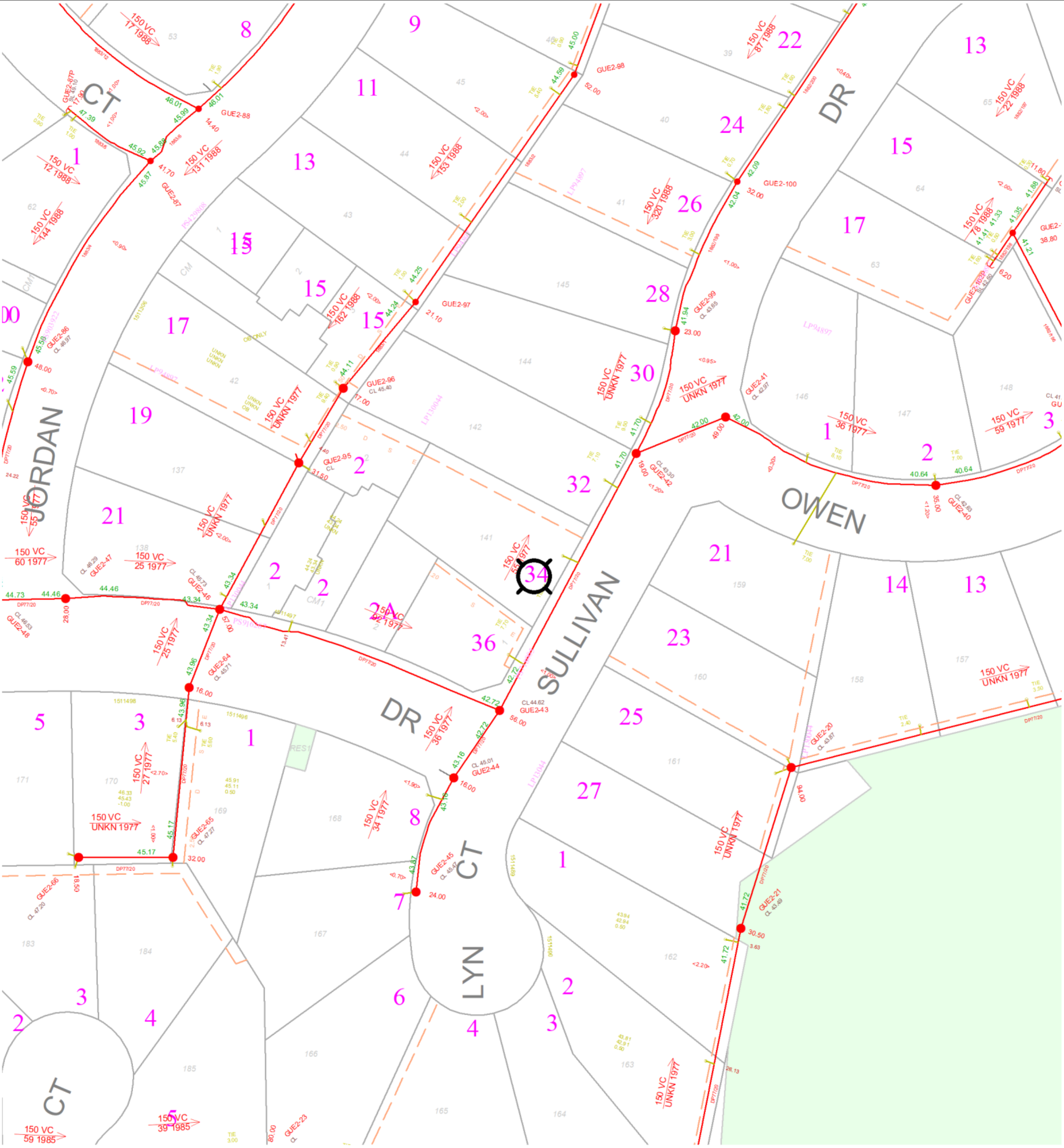
Property: Lot 141 34 SULLIVAN DRIVE SOMERVILLE 3912

Case Number: 52506573

Scale in Metres: 20 0 20 40

Date: 30JUNE2026

N



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	225 VC 280 MOR 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.

ASSET INFORMATION - WATER

South East Water

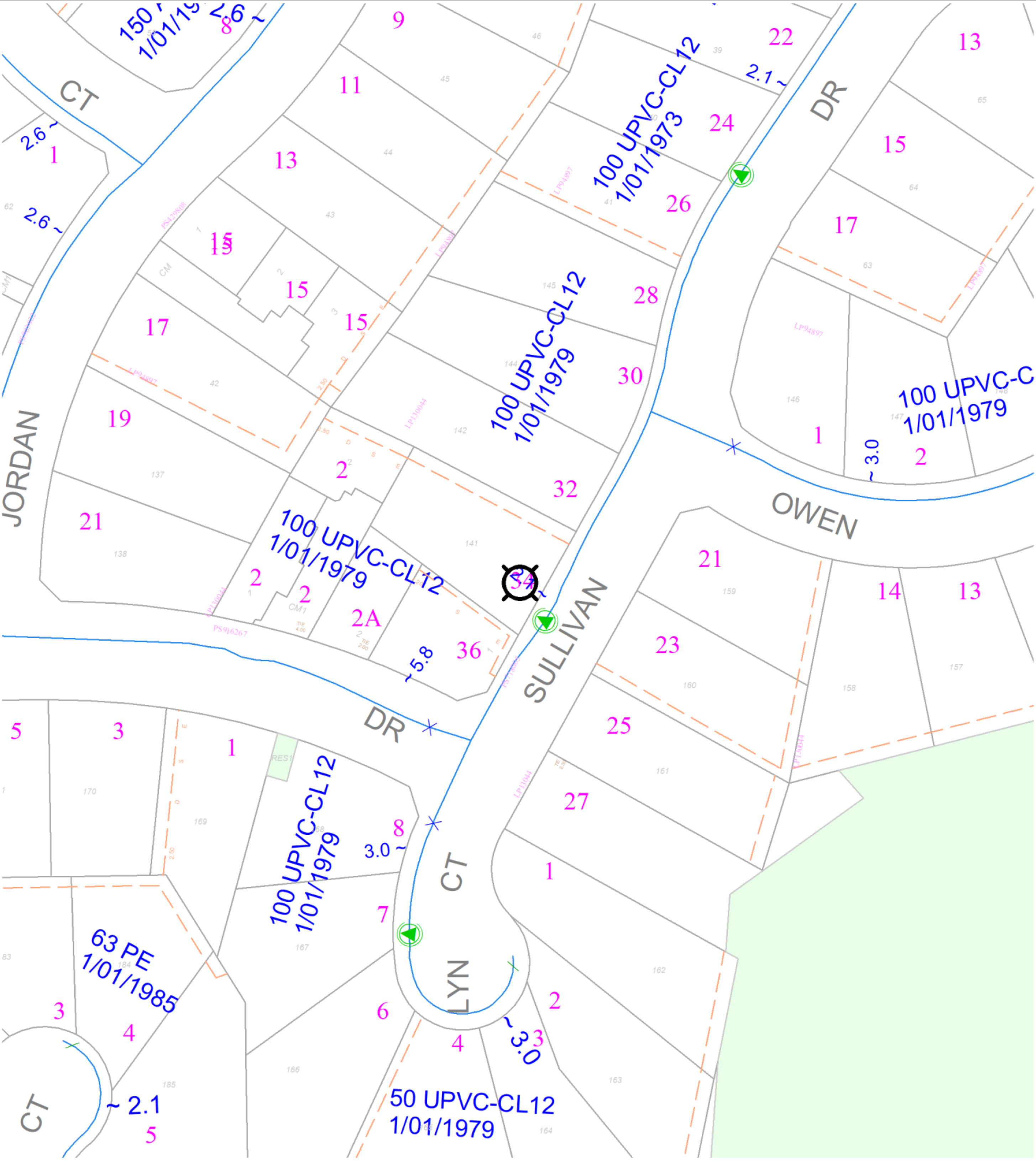
Property: Lot 141 34 SULLIVAN DRIVE SOMERVILLE 3912

Case Number: 52506573

Scale in Metres: 20 0 20 40

Date: 30JUNE2026

N



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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services (100 CICL 26.9.1975)
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

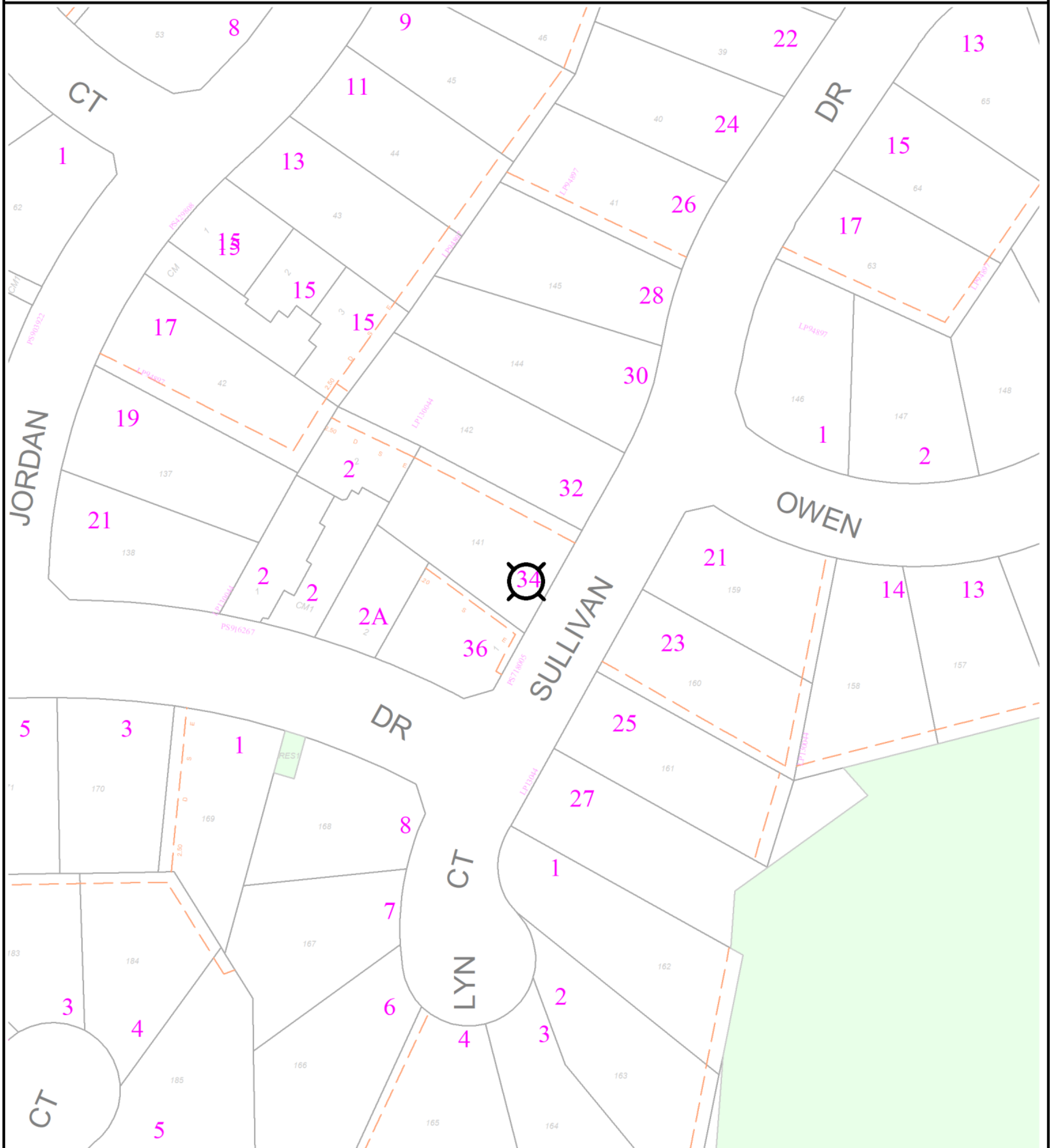
Property: Lot 141 34 SULLIVAN DRIVE SOMERVILLE 3912

Case Number: 52506573

20 0 20 40
Scale in Metres

Date: 30JUNE2026

N



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

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Recycled Water Main & Services	~ 1.0 Offset from Boundary

Property Clearance Certificate
Land Tax

INFOTRACK / LEAD CONVEYANCING

Your Reference:	86269: M-KM-BUC29-86269 (L
Certificate No:	10297987
Issue Date:	01 JUL 2026
Enquiries:	TVD0

Land Address: 34 SULLIVAN DRIVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: MARIA BUCKINGHAM & JOHN BUCKINGHAM

Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$675,000
SITE VALUE (SV):	$495,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$3,648.00**

Notes to Certificate - Land Tax

Certificate No: 10297987

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,935.00

Taxable Value = $495,000

Calculated as $1,350 plus ($495,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,750.00

Taxable Value = $675,000

Calculated as $675,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10297987

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10297987

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Land Tax

Certificate No: 10297987

Land Address: 34 SULLIVAN DRIVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4178920	141	130044	9392	270	$3,648.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN MARTIN BUCKINGHAM	2026	$495,000	$0.00	$0.00	$0.00
MR JOHN MARTIN BUCKINGHAM	2021	$390,000	$837.68	$145.67	$983.35
MR JOHN MARTIN BUCKINGHAM	2020	$375,000	$750.00	$227.58	$977.58
MR JOHN MARTIN BUCKINGHAM	2019	$330,000	$637.50	$250.51	$888.01
MR JOHN MARTIN BUCKINGHAM	2018	$244,000	$383.23	$161.93	$545.16
MR JOHN MARTIN BUCKINGHAM	2017	$244,000	$383.23	$126.15	$253.90

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **4178920** **$3,648.00**

Total: **$3,648.00**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / LEAD CONVEYANCING

Your Reference:	86269: M-KM-BUC29-86269 (LEAD
Certificate No:	10297987
Issue Date:	01 JUL 2026
Enquires:	TVD0

Land Address: 34 SULLIVAN DRIVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4178920	141	130044	9392	270	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	
SITE VALUE:	
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10297987

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / LEAD CONVEYANCING

Your Reference:	86269: M-KM-BUC29-86269 (LEAD
Certificate No:	10297987
Issue Date:	01 JUL 2026

Land Address: 34 SULLIVAN DRIVE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
141	130044	9392	270

Vendor: MARIA BUCKINGHAM & JOHN BUCKINGHAM

Purchaser: NOT KNOWN NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10297987

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10297984

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10297984

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Unknown 03/07/2020 15:02:02
Unknown
Client Reference: 569390

NO PROPOSALS. As at the 30th June 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

34 SULLIVAN DRIVE, SOMERVILLE 3912
SHIRE OF MORNINGTON PENINSULA

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

Date of issue: 30th June 2026

[Vicroads Certificate] # 81008590 - 81008590091824 '569390'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1268246

APPLICANT'S NAME & ADDRESS

UNKNOWN 03/07/2020 15:02:02 C/- LANDATA

DOCKLANDS

VENDOR

BUCKINGHAM, JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

569390

This certificate is issued for:
LOT 141 PLAN LP130044 ALSO KNOWN AS 34 SULLIVAN DRIVE SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:
MORNINGTON PENINSULA PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :
- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 - C219morn

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

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

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

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

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

30 June 2026

Sonya Kilkenny
Minister for Planning

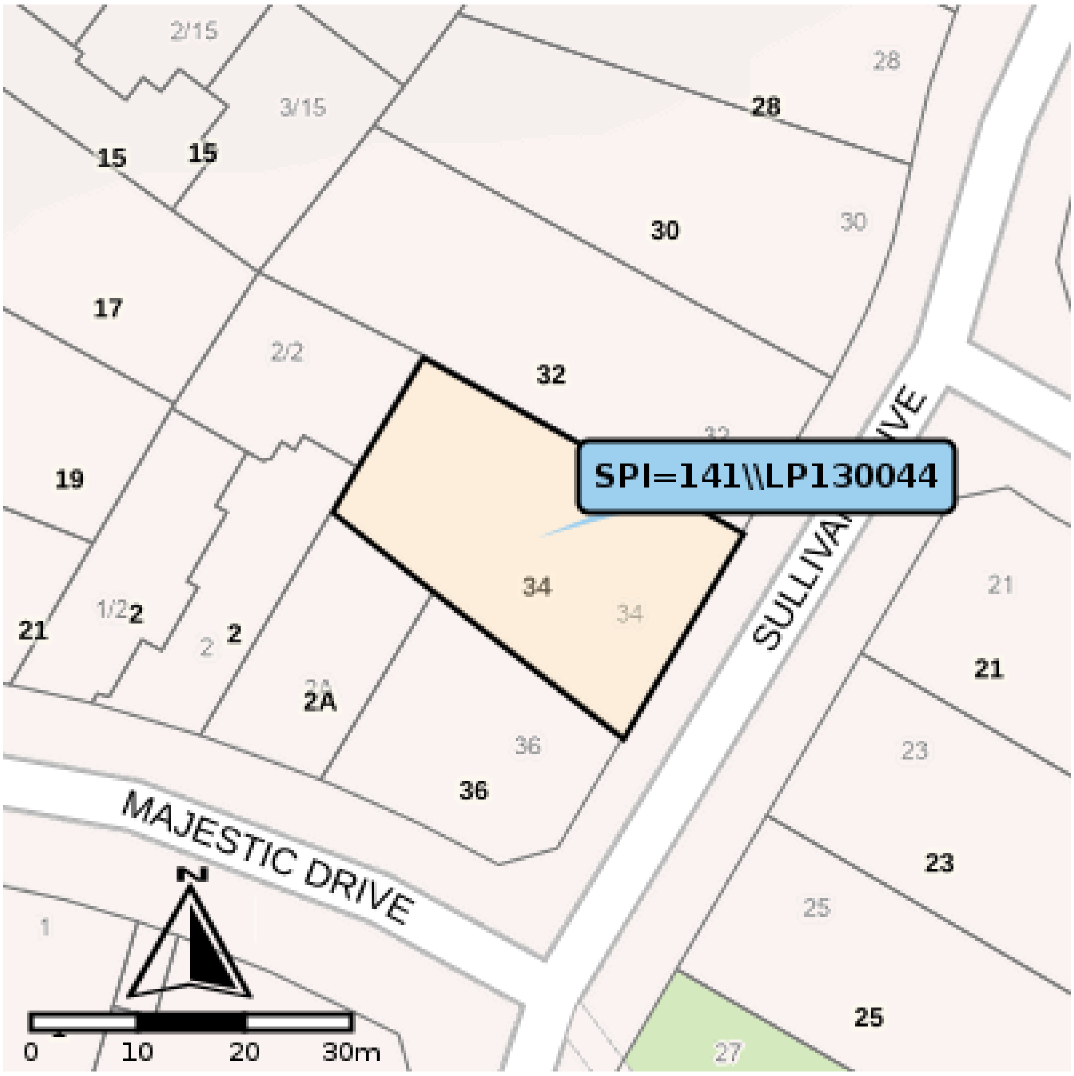
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 06 July 2026 04:42 PM

PROPERTY DETAILS

Address:	**34 SULLIVAN DRIVE SOMERVILLE 3912**	
Lot and Plan Number:	**Lot 141 LP130044**	
Standard Parcel Identifier (SPI):	**141\LP130044**	
Local Government Area (Council):	**MORNINGTON PENINSULA**	www.mornpen.vic.gov.au
Council Property Number:	**93985**	
Planning Scheme:	**Mornington Peninsula**	Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 107 G12**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

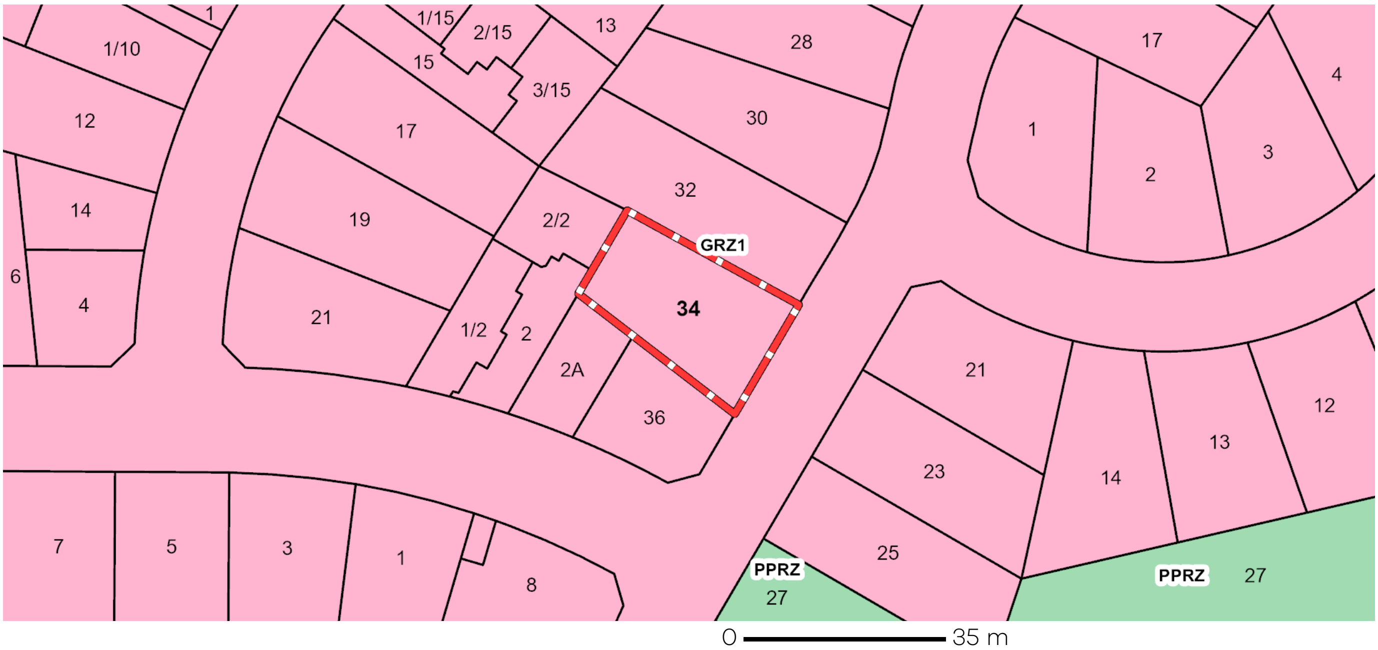
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential   PPRZ - Public Park and Recreation

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 6 July 2026.

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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

Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

LOTSEARCH REFERENCE
LS144627 PS

REPORT DATE
30 Jun 2026 09:21:12

CLIENT ID
198959574

ADDRESS
34 SULLIVAN DRIVE SOMERVILLE 3912

COUNCIL
Mornington Peninsula Shire

LOT/PLAN
Lot 141, LP130044

EPA Priority Sites Register Plus+

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS144627 PS

REPORT DATE
30 Jun 2026 09:21:12

ADDRESS
34 SULLIVAN DRIVE
SOMERVILLE 3912

EPA Priority Sites Register Plus+

- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

34 SULLIVAN DRIVE SOMERVILLE 3912

LOTSEARCH REFERENCE
LS144627 PS

REPORT DATE
30 Jun 2026

LEGEND

Site Boundary
Search Area
Search Results

Data Source Aerial Imagery:
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LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS144627 PS

REPORT DATE
30 Jun 2026 09:21:12

Search Results

ADDRESS
34 SULLIVAN DRIVE
SOMERVILLE 3912

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

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Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	26/06/2026
EPA Site Management Orders	Environment Protection Authority Victoria	11/06/2026
EPA Register of Permissions	Environment Protection Authority Victoria	05/06/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	11/06/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	29/06/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	11/06/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	11/06/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	11/06/2026

Useful Contacts

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au (02) 8287 0680	**Environment Protection Authority Victoria** www.epa.vic.gov.au contact@epa.vic.gov.au 1300 372 842	**Mornington Peninsula Shire** http://www.mornpen.vic.gov.au customerservice@mornpen.vic.gov.au 1300 850 600

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Contract of sale and Section 32-M-KM-BUC29-86269 (1)

Final Audit Report 2026-07-06

Created:	2026-07-06
By:	Kerree McIvor (kerree.mcivor@leadconveyancing.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZfokqLUiYWo7Ew1RCsa6Rty8VG9QE-x3

"Contract of sale and Section 32-M-KM-BUC29-86269 (1)" History

- Document created by Kerree McIvor (kerree.mcivor@leadconveyancing.com.au)
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