

DATED

2026

Signed by Trevor Royce Jones as Attorney for Roy Clarence Jones
Under Power of Attorney Dated 15th August, 2006 to

CONTRACT OF SALE

Property: 6 Beatrice Avenue, Chadstone 3148

Specialised Conveyancing Services

Principal: Elio Cosentino B.Ec LLB.
Solicitor

353 Waverley Road
Mount Waverley VIC 3149
Tel: 03 9809 5551
Fax: 03 9809 5122
Ref: NF:26/3230

NOTICE TO PURCHASER
(GST Withholding Regime)

Property: 6 Beatrice Avenue, Chadstone, 3148

Vendor: Roy Clarence Jones

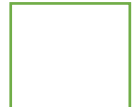
ABN: *(Insert if applicable)*

1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST



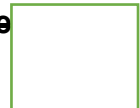
OR

- ~~2. The above property is a New Residential Premises or New Subdivision of Potential Residential Land~~



~~AND~~

- ~~3. Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office is:~~



~~\$~~

~~Taxable supply of New Residential premises 1/11th of the Contract Price~~
~~Taxable supply of Potential Residential Land 1/11th of the Contract Price~~
~~Taxable supply under the margin scheme 7% of the contract Price~~

~~The payment will be required to be paid on settlement date namely~~

******PLACE A CROSS (X) AS APROPRIATE**

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

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, prior to signing this contract, they have received –

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

• a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

.....

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

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

.....

State nature of authority, if applicable:

.....

SIGNED BY THE VENDOR:

.....

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

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

**Signed by TREVOR ROYCE JONES AS ATTORNEY FOR ROY
CLARENCE JONES Under Enduring Power of Attorney Dated 15th
August, 2006**

State nature of authority, if applicable:

.....

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

O'Brien Real Estate - Blackburn
98 South Parade, Blackburn, Victoria 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044

Mob: 0411 061 796

Fax:

Ref:

Vendor

Roy Clarence Jones

Email:

Vendor's legal practitioner or conveyancer

Specialised Conveyancing Services

353 Waverley Road, Mount Waverley VIC 3149

Email: scs353@outlook.com

Tel: 03 9809 5551

Mob:

Fax: 03 9809 5122

Ref: NF:26/3230

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	06674	Folio	694	84	PS013204
Volume		Folio			

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

The property includes floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Property address

The address of the land is: 6 Beatrice Avenue, Chadstone Victoria 3148

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

The property includes floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ Special Condition 9 applies only if the box is checked

Pest report

☐ Special Condition 10 applies only if the box is checked

Special Conditions

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force

☒ **Special condition 2 - Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☐ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 15A.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.
- 15A.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5 – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.5 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:
- ensure payment of, the amount to the Commissioner in the manner required by the pay, or Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - 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.
- 15B.10 The vendor warrants that:
- 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
 - 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.
- 15B.11 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 28 is replaced with the following:

28. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not ticked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 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.
- 8.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - 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 Network Operator,
 - 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Building report**

- 9.1 The purchaser may end this contract within 5 days from the day of sale if the purchaser:
- obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major **structural** defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not in then in default.
- 9.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 9.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 9.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **Special condition 10 – Pest report**

- 10.1 The purchaser may end this contract within 5 days from the day of sale if the purchaser:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not in then in default.
- 10.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 10.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

☒ **Special condition 11 – Entire Agreement**

- 11.1 The purchaser acknowledges that:
- this Contract is the sole repository of the agreement between the parties;
 - no oral explanation or information provided by any party to another shall effect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties;
 - there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering into this Contract except those included in this Contract;
 - the Purchaser has not relied on any information in any brochure, investment report or advertisement about the Land relating to:
 - its area or measurements;
 - any description of any improvements, chattels, fixtures or fittings on the Property;
 - the Purchaser has relied on its own inspection and inquiries in purchasing the Property and any buildings, fences, plant and equipment, fixtures and fittings (the Installations) sold with the Property.
- 11.2 The Vendor and the agents of the Vendor have not made any representations or given any warranty;
- about the condition or quality of the Installations, Contaminant, the Property or the services connected or available to it;
 - that the Property is suitable for any purposes which the Purchaser may have indicated as its intention to pursue;
 - that any permit of any nature has been obtained or is available from any relevant authority;
 - that any other land is available for acquisition (unless otherwise indicated in this Contract).
- 11.3 The Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because;
- of any Contaminant;
 - the Installations do not comply with the *Building Act 1993*, the *Building Regulations 1994*, the Building Code of Australia or any other regulations, rules or local laws or because of their state of repair and condition.
- 11.4 The Purchaser will assume liability for compliance with any notices or orders relating to the Property sold (other than those relating

to apportionable outgoings) which have been made or issued on or after the Day of Sale provided that should this Contract at any time be validly treated by either party as at an end pursuant to General Condition 3 hereof then the Purchaser shall be deemed to have no obligations under this Special Condition.

☒ Special condition 12 – Identity

- (a) The Purchaser admits that the Property as offered for sale and inspected by him is identical with that described in the title particulars set out in the Particulars of Sale.
- (b) The Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because of any alleged misdescription of the land whether it is in relation to area, measurements or occupation.
- (c) The Purchaser may not call on the Vendor to amend title or to bear or to contribute to the cost of amending title.

☒ Special condition 13 – Restrictions as to Use

- (a) The Purchaser buys the Property subject to any restriction on its use or development under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use of the Property (Planning Restriction).
- (b) A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of this Contract.
- (c) The Purchaser may not make any objection or be entitled to any compensation from the Vendor because of any Planning Restriction.

☒ Special condition 14 – Condition of Property

14.1 The Purchaser warrants to the Vendor that;

- (a) The Purchaser has inspected the Property and made inquiries concerning the Property;
- (b) the Purchaser accepts the condition of the Property as at the Day of Sale, including but not limited to whether the Property is habitable or non-habitable; and
- (c) regardless of the inspections and inquiries under Special Condition 14.1(a) the Purchaser is satisfied with the condition, quality and state of repair of the Property and accepts the property as it is on the Day of Sale and including any defects (whether latent or patent), Contaminant, need for repair or infestation, rectification of which the Purchaser is wholly responsible for and agrees to indemnify the Vendor for any loss, damage, claims, expenses and costs incurred by the Vendor as a result of any works performed.

14.2 The Purchaser will not make any objection or claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in this Special Condition 14 or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale

14.3 The Purchaser:

- (a) may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because, and release and discharges the Vendor and its officers, agents and employees from any obligations, duty, action, demand, liability loss or damage and costs and expenses owed to or suffered by the Purchaser (or any person claiming through or on behalf of the Purchaser) arising (directly or indirectly) from or in connection with the condition of the Property or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale; and
- (b) is liable for and indemnifies the Vendor and its officers, employees and agents from and against any action, damage, claim, loss liability, cost or expense arising (directly or indirectly) from or incurred by the Vendor in respect of or in connection with the condition of the property or in respect of any loss, damage, need for repair relating to the Property or the requirements of a statutory authority made on or after the Day of Sale.

14.4 The Purchaser acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations of any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the purchaser may not avoid this Contract or make any requisitions or claim any compensation from the Vendor on that ground.

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

14.6 **Swimming Pool and/or Spa** The Vendor makes no representations or gives any warranties whatsoever concerning the registration and compliance of any swimming pool and/or spa with the relevant local Council which may be located on the land hereby sold. The Purchaser acknowledges and agrees that as at 1 November 2020, any swimming pool and/or spa located on the property must be registered with the local Council and the Purchaser shall make their own enquiries with the relevant Council in this regard. Where a swimming pool and/or spa is located on the land herein described, the Purchaser may be required at his/her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool within 30 days after: a) in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962) the date of completion of the Contract; and b) in the case of a terms contract, the Purchaser becomes entitled to possession or to the receipts of the rents and profits and under the contract. 11 January 2020 The Purchaser in obtaining registration of the swimming pool and/or spa with the relevant Council shall also be liable for all associated costs in respect to the ongoing compliance of any swimming pool and/or spa located on the land with the local Council and will not be entitled to recover or claim any costs incurred from the Vendor and the Purchaser agrees to indemnify the Vendor in this regard.

The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders or requirements under the building regulations.

- 14.7 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser shall at its own cost and expense comply with any requirement pursuant to the Building Act 1993 and regulations made thereunder for the installation of a smoke alarm complying with Australian Standards 3786-1993 and shall indemnify the Vendor from and against any responsibility for compliance with any such requirement.
- 14.8 The Purchaser must make their own insurance arrangements in respect of any damage to or destruction of the land and improvements thereon and all property, land, chattels and improvements becomes the Purchaser's risk from the Day of Sale.

☒ Special condition 15 – Environment

15.1 Acknowledgement

- (a) The Purchaser acknowledges that they have purchased the land and any or all improvements passing with the Land on its sale as a result of their own inspections and enquiries, subject to all faults, defects both latent and patent. The vendor makes no warranty to the condition of the Land or the improvements or any alterations or additions constructed on the Land.
- (b) The Purchaser(s) may not make any objection or requisition nor claim any compensation whatsoever in respect of any matters raised in Special Condition 15 hereof including any Land fill or Contamination or in respect of any non-compliance of any improvements on the Land.
- (c) Should any Notice be served after the Day of Sale the Purchaser(s) at their own expense shall comply with any Notice and not make any claim against the Vendor.

15.2 Liability

As from the Day of Sale

- (a) the Purchaser acknowledges and agrees that the Purchaser assumes full liability and responsibility for any Contamination on, in, under, above, or emanating from, the Property;
- (b) the Purchaser acknowledges that the Vendor makes no representations or warranties that the Property complies with any Environmental Law;
- (c) to the full extent permitted by Law,, the Purchaser may not make any objection or requisition, claim any compensation or refuse or delay payment of the whole or any part of the Price because, and releases and discharges the Vendor and its officers, agents and employees from any obligation, duty, action, demand, liability loss or damage and costs and expenses owed to or suffered by the Purchaser (for any person claiming through or on behalf of the Purchaser) arising (directly or indirectly) from or in connection with the presence of any Contamination of or emanating from the Property at any time and anything incidental to it (including compliance with all laws and the requirements of any Authority relating to the Contamination); and
- (d) the Purchaser is liable for and indemnifies the Vendor and its officers, employees and agents from and against any action, damage, claim, loss, liability, cost or expense arising (directly or indirectly) from or incurred by the Vendor in respect of the presence of any Contamination on, in, under or near the Property or emanating from the Property at any time and anything incidental to it (including compliance with all laws and the requirements of any Authority relating to the Contamination).

15.3 Non-Merger

This Special Condition 15.3 does not merge on the transfer of land but will continue to have full force and effect,

16.0 Inconsistencies between Particulars of Sale, General Conditions and Special Conditions

In the event there are any inconsistencies between the Particulars of Sale, General Conditions and Special Conditions contained within this Contract, then interpretation of this Contract is such that the Particulars of Sale prevail. In the event there is a conflict between the General Conditions and the Special Conditions contained within this Contract, then the Special Conditions prevail.

General Conditions 30.0 and 31.4, 31.5, 31.6 are deleted.

Vendor Statement

- 17.0** The Purchaser acknowledges before paying any money or signing any document in relation to this sale, the Purchaser received a copy of this Contract and a Vendor's Statement (Section 32) executed by the Vendor.

For Sale by Auction

- 18.0** If the Property is offered for sale by public auction, subject to the Vendor's reserved price, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

Restrictions Affecting the Land

- 19.0** The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use of the development of it whether imposed by any act, ordinance, regulation, by-law, planning scheme, interim development order or other statutory enactment or order of court of otherwise and whether actual or potential or otherwise.

The purchaser should be aware that there may be sewers, drains and or water pipes underneath the ground. And/or overhead, underground electricity and telephone or NBN cables which lay outside any registered easement and which are not registered or required to be registered against the title.

The purchaser should make their own enquiries with the relevant authorities and shall not be entitled to make any objection, requisition or claim for compensation whatsoever or refuse or delay payments of the contract price in respect of the aforementioned.

- 20.0** If any provision of this Contract remains to be performed or is capable of having effected the final settlement date of this Contract then such provision shall remain in full force and effect notwithstanding the completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of land

21. The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold; and the parties agree as follows:
- 21.1 whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feeds in tariffs pass with the sale of the property is a matter for enquiry and confirmation by the purchaser.
 - 21.2 The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - 21.3 The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Purchaser Enquiries

- 22.0 The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
- a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. subject to any infestations and dilapidation;
 - d. Subject to all existing, water, sewerage, drainage and plumbing services and connections in respect of the property;
 - e. Subject to any Section 173 Agreement entered into by the Vendor, registered on title;
 - f. Subject to any statute, order, regulation by-law and local law, restriction and condition imposed on the Property by or with the authority of any Authority including under the Planning Permit or as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls.
 - g. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

Purchaser May Not Rescind

- 23.0 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause, which does not merge upon completion.

Misdescription

- 24.0 The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the Purchase Price, because of:
- a. any misdescription of the Land;
 - b. any deficiency in its area or measurement;
 - c. any failure to comply with a law relating to the Property or a requirement of any Government Agency; or
 - d. any improvements not being erected within the boundaries of the Land.
 - e. The suitability or availability of services and/or utilities to the property.
 - f. The gardens and landscaping and accepts it in the state and condition as inspected and shall; make no claim or requisition or objections in connection to any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or derogation due to weathering or act of God and occurring between the day of sale and the settlement date nor delay settlement on account thereof.

The Purchaser acknowledges that the Vendor does not give any warranty or make any representation as the nature or force or effect or validity or state of any Town Planning permit or current or future sue of the land and the Purchaser did not enter into this contract in reliance upon any such warranty or representation given or made either by the vendor or by any other person acting or appearing to act on behalf of the Vendor and the Purchaser shall not make any requisition or claim in regard to any of the above.

The purchaser acknowledges that the Purchaser shall not be entitled to make any objection or claim for compensation whatsoever, or refuse or delay payment of the price because of any deficiency in the area or measurements as the rule in Flight –v- Booth is hereby expressly negated.

Purchaser Guarantee

- 25.0 If the Purchaser shall be or include a Company the Company will forthwith after execution of this Contract procure the execution by each of its directors on the part of the Contract intended to be held the Vendor of the Guarantee annexed to this Contract.

Joint & Several

- 26.0 If there is more than one Purchaser the agreements and the obligations of the Purchasers under this Contract shall bind them jointly and each of them severally.

The Portions

- 27.0 If there is more than one purchaser it is the purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

Additional Duty

- 28.0 If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional Duty which may be assessed as result of the variation.

Vendor Indemnity

29.0 The Purchasers' fully indemnify the Vendor, the Vendor's agent's and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional Duty payable as a result of the proportions in the Transfer differing from those in the Contract.

30.0 This Special Condition will not merge on completion.

Vendor Entitlements

31.0 If the Purchaser defaults in compliance with any of the terms and conditions of this Contract then in addition to any rights the Vendor is entitled to under this Contract the Purchaser shall pay;

- a. interest as provided in this Contract;
- b. all expenses incurred by the Vendor as a result of such breach including interest, fees and charges payable by the Vendor to a mortgagee of the Land;
- c. any penalty payable by the vendor through any delay in completion of the vendor's purchase of another property;
- d. all expenses incurred by the vendor of bridging finance in connection with the purchase of another property, including interest, fees and charges; and
- e. all legal costs incurred by the Vendor, including but not limited to the costs of and incidental to the preparation and service of a notice of default, calculated on a Solicitor/Conveyancer and own client basis.

Should the Purchaser for any reason seek an extension or other variation to the Contract of Sale then the Purchaser acknowledges and agrees that the Vendor's Solicitor/Conveyancer may charge a fee of \$55.00 for each request which may include an extension for loan approval and/or a change of settlement date. This fee is to be adjusted by the Purchaser on the day of settlement

Adjustments

32. The Purchaser(s) must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23, including an updated Owners Corporation Certificate. Failure to comply with this condition, the Vendor will be at liberty to delay settlement. The purchaser will be liable to pay \$220 (inclusive of GST) rescheduling fee if the settlement is delayed due to this reason.

32.1 Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser(s) and provided to Vendor's representative not less than 5 days prior to the due date of settlement. Failure to do so will cause the Purchaser to pay an administration fee of \$110.00 for the delay in receiving the Statement of Adjustments.

32.2 The vendor may make further adjustments or re-adjustments to the statement of adjustments after settlement, if in the Vendor's opinion the Statement of Adjustments were incorrect, changed or reduced.

32.3 This special condition will not merge on settlement and will continue in full force and effect.

Land Tax

33. The Purchaser agrees to provide a copy of all Statutory Certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details till this condition has been complied with.

Land tax apportionment

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

General condition 23 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies

Transferor Statement

35. The vendor(s) Conveyancer shall initiate the preparation of a Transferor Statement via Duties Online within a reasonable timeframe from receipt of this duty executed Contract of Sale.

- a. The Purchaser or the Purchaser(s) Conveyancer/Solicitor must within five business days of the day of sale provide the Vendor(s) Conveyancer with an email address for the purpose of inviting the Purchaser(s) Conveyancer/Solicitor to complete the Transferee Statement.
- b. The Purchaser(s) or the Purchaser(s) Conveyancer/Solicitor must complete the Transferee Statement within five business days of receipt of an email invitation to do the same.
- c. The Purchaser or the Purchaser(s) conveyancer/Solicitor must not alter, amend, vary or otherwise do anything resulting in the Vendor(s) need to re-sign the Transferor Statement;
 - a) Within 10 business days of settlement;
 - b) After the Vendor(s) or the Vendor(s) Conveyancer sign the Duties Statement within Duties Online; or
 - c) Such other period notified by the Vendor(s) Conveyancer to the email address provided.
- d. If the Purchaser(s) or the Purchaser(s) Conveyancer/Solicitor breaches any of the above conditions the Purchaser(s) will be deemed to be in default under this Contract of Sale and the Vendor(s) shall not be required to complete this Contract of Sale or attend Settlement until 10 business days after the Transferor Statement is available for signing by the Vendor(s) or the Vendor(s) Conveyancer.

Interest on Default

If the Purchaser defaults in payment of any moneys due under this Contract then without prejudice to any other rights of the Vendor, the Purchaser shall pay to the Vendor interest at a rate of five (5) percent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default.

General Condition 33.0 is deleted.

37. Guarantee

If the Purchaser shall be or included a company, the company will within seven (7) days of being called upon to do so by the Vendor's Solicitor procure the execution of its Directors of a Guarantee in the form of the Guarantee annexed to this Contract but the person who signs this Contract shall nevertheless remain liable for the performance of the obligations of the Purchaser under this Contract and hereby indemnifies the Vendors accordingly.

38. Christmas Closure Period

If the Settlement Date falls during the period from 23 December to 13 January of any year, the Settlement Date will be delayed to the date that is one week after 13 January of the relevant year.

39. Section 27 – Release of Deposit Funds

- (a) The Purchaser agrees that the 28-day waiting period for the release of the deposit, as per Section 27 of the Sale of Land Act 1962 (Vic), shall commence upon the service of the Section 27 deposit release statement by the Vendor's representative. General Condition 14.3 of the contract is amended accordingly. General Condition 14.7 (a) does not apply.
- (b) Any letters from mortgagees or caveators, or a Mortgage Discharge Advice, may be provided at any time during the 28-day period or thereafter, without affecting the commencement or duration of the waiting period.

40. Lease

Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

INTERPRETATION

A. In this Contract, unless the context otherwise requires:

(A) DEFINITIONS

"**Annexure**" or "**Schedule**" means an annexure or schedule to this Contract;

"**Contract**" means this Contract of Sale of Real Estate and, unless the context otherwise requires, includes the Annexures and Schedules to this Contract and the Vendor's Statement;

"**Purchaser**" means the party named as the Purchaser and includes the Purchaser's successors, assigns and transferees;

"**Special Condition**" means a special condition of this Contract;

"**Vendor**" means the party named as the Vendor and includes the Vendor's successors, assigns and transferees;

"**Vendor's Statement**" means the Vendor's Statement to the Purchaser of Real Estate pursuant to section 32 of the Sale of Land Act 1962 a copy of which is annexed to and forms part of this Contract;

(B) CONSTRUCTION:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to a person includes a corporation and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) an obligation of two or more parties shall bind them jointly and each of them severally;
- (f) references in this Contract to Table A are references to Table A of the Seventh Schedule to the Transfer of Land Act 1958 and references to the Third Schedule are references to the Third Schedule of the Property Law Act 1958;
- (g) any party may, at its election, by written notice waive any and all of the conditions to which its obligations under this Contract are subject or conditions which are expressed for the benefit of that party and any waiver may be made subject to any conditions the party making the waiver stipulates in the notice and shall operate from the date of the notice unless otherwise specified;
- (h) this Contract may not be amended, modified or supplemented except in writing executed by persons duly authorized by each of the parties or by a waiver in accordance with this Contract;

SALE BY AUCTION

1. Clauses 1 and 2 only apply if the Property is offered for sale by public auction.
2. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2004, or any rules prescribed by regulation which modify or replace these Rules ("Rules").

AUCTIONEER STATEMENTS AT PUBLIC AUCTIONS

3. The following are the Auctioneer Statements at Public Auction for the purposes of the Rules:
 - (a) Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Act Regulations 2004 and any additional conditions that were made available for inspection before the start of the auction.
 - (b) The auction rules permit the making of bids on behalf of the Vendor.
 - (c) The law prohibits the making of Vendor bids other than by me as the auctioneer.
 - (d) During the auction, I will say, "VENDOR BID", when I make bids on the Vendor's behalf.
 - (e) I will indicate bidders on request.
 - (f) The law prohibits a person from falsely claiming or falsely acknowledging that he or she has made a bid.
 - (g) The law prohibits an intending bidder or a person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
 - (h) The law provides for substantial penalties for any person who engaged in prohibited conduct.

PAYMENT OF DEPOSIT AT AUCTION

4. The bidder to whom the property is knocked down shall immediately upon the fall of the hammer pay the deposit to the Vendor's agent and sign this Contract and the Vendor's Statement. If at the expiration of twenty minutes after the fall of the hammer the said bidder shall have failed to pay the deposit and sign the Contract and Vendor's Statement, the Vendor may thereupon or at any time thereafter, at the Vendor's option sell the Property as deemed appropriate and the said bidder shall have no right of action against the Vendor or the Vendor's agent and shall not be entitled to call for a contract of sale of the Property and shall have no interest legal or equitable in the Property and shall be liable to pay to the Vendor on demand any deficiency in price on such resale together with all costs of the auction and the resale.

5. ENCUMBRANCES

- 5.1 The Purchaser buys the Property subject to any Act, Order, Regulations, by-laws and local laws, restriction or condition imposed upon the Land by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including without limitation any applicable planning scheme or any other scheme.
- 5.2 The Purchaser purchases the Property subject to any easements or like encumbrances affecting the Land and shall not make any requisition or claim any compensations with respect thereto.
- 5.3 The Vendor and Purchaser agree that Section 10(1) of the Sale of Land Act 1962 shall not apply to this Contract and that the Vendor shall be entitled to amend the Plan of Subdivision without reference to the Purchaser where such amendment is with respect to the location and size of any easements over the Land or Property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court, if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

 - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 5 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 5 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through the electronic lodgement network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- 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
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the

contract will be ended in accordance with this general condition; and

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

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

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

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

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

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

GUARANTEE

IN CONSIDERATION of the Vendor having agreed at the Guarantor's request (as is hereby acknowledged) to enter into a contract of sale (a copy of which Contract is annexed hereto and is hereinafter called the "**Contract of Sale**") with the Purchaser named in the Contract of Sale **HEREBY GUARANTEES** to the Vendor payment of the whole of the purchase money interest and other moneys due and payable under the Contract of Sale and the due observance and performance by the Purchaser of all covenants and provisions binding on the Purchaser thereunder or pursuant to any other agreement made between the Purchaser and the Vendor.

This guarantee shall be a continuing guarantee and shall be without prejudice to and shall not be affected nor shall the rights or remedies of the Vendor against any Guarantor be in any way prejudiced or affected by any of the following:

- (a) any security negotiable or otherwise which may now or hereafter be held from any person in respect of the payment of any moneys or from the Purchaser or any other person in respect of any sum hereby guaranteed;
- (b) any release variation exchange renewal or modification made or any other dealing by the Vendor with any judgment specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by him in respect of all or any of the moneys hereby guaranteed or any agreement at any time by the Vendor in his discretion with respect to all or any of such matters;
- (c) any time given to the Purchaser in connection with the payment of any moneys hereby guaranteed or any other indulgence or variation or revision agreement granted to or composition compromise or arrangement made with the Purchaser or any other person whether with or without the consent of or notice to the Guarantor; and
- (d) the fact that any of the guaranteed obligations or any part thereof may not be or may cease to be enforceable for any reason whatsoever or that the Purchaser or any other person purported to be primarily liable to pay the moneys hereby guaranteed to be paid may be discharged from all or any of its respective obligations to make payment for any other reason than that payment has been made and to such extent as it may be necessary to give effect to this sub-clause this Guarantee shall be treated and construed as a separate and distinct indemnity and the Guarantor **HEREBY INDEMNIFIES** the Vendor and in respect of any failure by the Purchaser or any other person purported to be primarily liable to make any payment or perform any obligation.

A certificate signed by the Vendor or any attorney director secretary or officer of the Vendor authorised by the Vendor for such purpose for the time being or by any person purporting to be an attorney director manager secretary or authorised officer of the Vendor as to any sum payable to the Vendor pursuant to this Guarantee as at the date set out in such certificate shall in all courts and at all times be conclusive evidence of the facts therein stated.

The Guarantor shall pay to the Vendor his costs of and incidental to the preparation execution and enforcement of this guarantee on a solicitor/own client full indemnity basis. In this guarantee the word "**Guarantor**" shall be deemed to mean and include each of the above-named persons companies and their respective heirs, executors, administrators, successors and assigns and the within covenants by the Guarantor shall if consisting of more than one person or company be deemed to mean and include each Guarantor jointly and severally.

DATED this day of 2026

EXECUTED by the parties

SIGNED SEALED AND DELIVERED by)

)

in the presence of:)

Witness

Name of Witness

(Print)

SIGNED SEALED AND DELIVERED by)

)

in the presence of:)

Witness

Name of Witness

(Print)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	6 Beatrice Avenue, Chadstone 3148	
Vendor's name	Trevor Royce Jones as Attorney for Roy Clarence Jones under Enduring Power of Attorney dated 15 th August , 2006	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

- 1.1 Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and interest): are contained in the attached certificates or their total does not exceed: \$4,500.00

1. Monash City Council
2. Yarra Valley Water
3. The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

- a. Their total does not exceed \$4,500.00 (not including water usage). The particulars of any Charge whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: None to the Vendor's knowledge
- b. All periodic outgoings payable by the Vendor will be adjusted in accordance with the provisions set out in General Condition 23.
- c. "Periodic outgoings" in General Condition 23 excludes amounts under Section 10G of Sale of Land Act 1962.
- d. General Condition 28 does not apply to amounts under Section 10G or 10H of Sale of Land Act 1962.

1.1 Terms Contract

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

Not Applicable.

1.2 Sale Subject to Mortgage

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

Not Applicable.

2. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT ACT)

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

3. INSURANCE

3.1 Damage and Destruction

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

Not Applicable.

3.2 Owner Builder

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

Not Applicable.

4. LAND USE

4.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

4.2 Road Access

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

☐

4.3 Designated Bushfire Prone Area

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

☐

4.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Monash
Name of responsible authority	Monash City Council
Zoning of the land	Property Report Attached
Name of planning overlay	Property Report Attached

5. NOTICES

5.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

5.2 Agricultural Chemicals

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

Not to the Vendor's Knowledge

5.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition* September 2018

and Compensation Act 1986 are as follows:

Not to the Vendor's Knowledge

6. BUILDING PERMITS

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

Not Applicable.

The purchaser acknowledges that:

- 5.1 any failure of any building improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground; and
- 5.2 the purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent and patent.

7. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

8. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

9. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
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Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

10. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

- 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. PURCHASER'S ACKNOWLEDGMENT

The Purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the Purchaser received from the Vendor or the Vendor's agent a copy of his Vendor's Statement signed by the Vendor. *The Purchaser also acknowledges that the information herein is provided solely by the Vendor, that the Vendors Undertakings Only to the Vendor's Representative (para 14), shall not enure for the benefit of the Purchaser and that no statements or representations whatsoever are made by Specialised Conveyancing Services as to anything in relation to the property.*

The Purchaser agrees that if the Owners Corporation Certificate (if applicable) needs to be updated at any time, the Purchaser agrees to pay for any further Owner's Corporation Certificate or information.

14. VENDOR'S UNDERTAKINGS ONLY TO THE VENDOR'S REPRESENTATIVE

The Vendor confirms that this statement and the representations and warranties given by the Vendor in lieu of requisitions have been printed solely in accordance with the Vendor's instructions and from the information and documents provided or approved by the Vendor and are true and correct. The Vendor undertakes to exercise all possible diligence and provide full disclosure of all relevant information. The Vendor is aware that Specialised Conveyancing Services have only been employed to fill up this document in accordance with the Vendor's said instructions and the information and documents provided or approved by the Vendor.

The Vendor certifies that it is not aware of: (a) any variation between the land occupied by the Vendor and the land described in the Certificate/s of Title; (b) any encumbrances not disclosed in this document (c) any failure to obtain any necessary planning building or other permits; (d) the property being affected by any environmental, landslip, flooding, fill, latent defects or historical significance issues; (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property; (f) the Vendor's occupation of any adjacent land which is not contained in the land being sold; (g) any buildings erected over any easements; (h) any rights over any other land (i.e. a roadway) other than those disclosed herein and; (i) any proposal in relation to any other land which may effect the land being sold.

The Vendor acknowledges having read this statement, all the documents and the representations and warranties given the Vendor in lieu of requisitions and the Vendor accepts sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulation.

The Vendor undertakes to keep the property and all improvements therein and thereon, fully insured for their full replacement cost (new or old) until the final settlement of the matter.

15. ATTACHMENTS

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

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

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

See Attached

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](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

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

Page 1 of 1

VOLUME 06674 FOLIO 694

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LAND DESCRIPTION

Lot 84 on Plan of Subdivision 013204.
PARENT TITLE Volume 06151 Folio 129
Created by instrument 1906731 03/02/1944

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROY CLARENCE JONES
JOAN EVELINE JONES both of 19 OAK GROVE EAST ST KILDA
A358596 26/06/1957

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE286232X 08/04/2006
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 1660933

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 LP013204 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: 6 BEATRICE AVENUE CHADSTONE VIC 3148

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

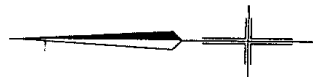
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP013204
Number of Pages (excluding this cover sheet)	2
Document Assembled	28/05/2026 14:01

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LINE

RAILWAY

RAILWAY

PARADE

BEATRICE AVENUE

STREET

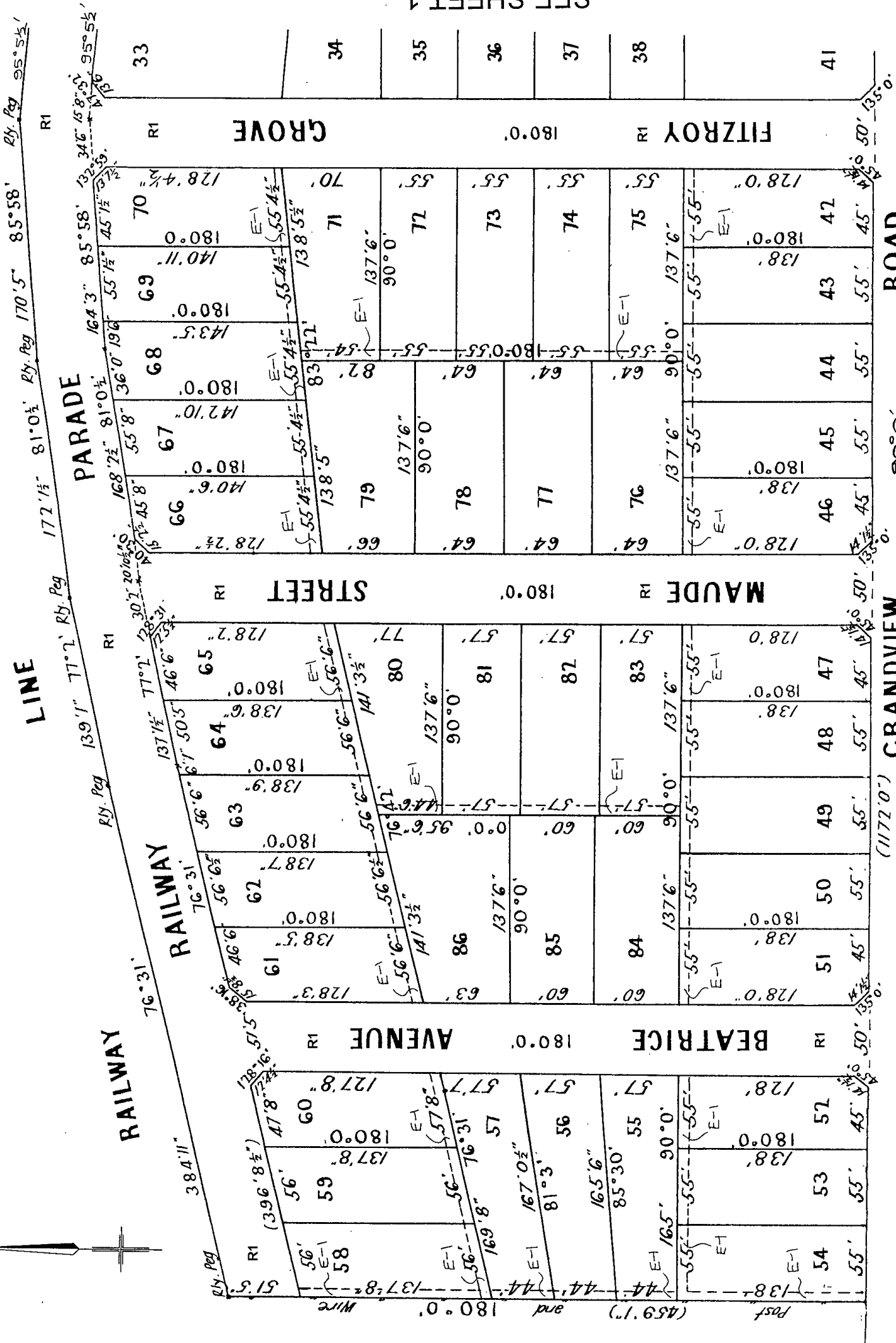
MAUDE

GROVE

FITZROY

GRANDVIEW

ROAD



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Document Type	Instrument
Document Identification	1660933
Number of Pages (excluding this cover sheet)	4
Document Assembled	28/05/2026 14:01

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1660933

6012

Jameson son & Co
W to Herman & Co

3602371

FREEHOLD.

10

VICTORIA.

C. paid

MICROFILM

O.O.T.
4 SEP. 1937

TRANSFER OF LAND.



WE, CHARLES WILLIAM LITTLEJOHN of Heidelberg Road Ivanhoe Medical Practitioner PERCY REGINALD ROGERS of Collins Street Melbourne Merchant and WILLIAM JOHN HOME and ARTHUR SPENCE WILKINSON both of 413 Collins Street Melbourne Solicitors being registered or entitled to be registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of One hundred pounds

paid to us by UNITED TRUSTS PROPRIETARY LIMITED of 201 Doveton Street Ballarat and in consideration of the sum of Seven hundred and fifteen pounds paid to the said United Trusts Proprietary Limited by JAMES EDWARD KEAT of Caniambo Farmer DO HEREBY at the request and by the direction of the said United Trusts Proprietary Limited testified by its execution hereof TRANSFER to the said James Edward Keat All our estate and interest in ALL THOSE pieces of land

being Lots Eighty-four, Eighty-five and Eighty-six on Plan of Subdivision Number 13204 lodged in the Office of Titles being part of Crown Portion Fifty-one Parish of Mulgrave County of Bourke being part of the land more particularly described in Certificate of Title Volume 5864 Folio

1172759 AND in consideration of the premises and to the intent that the covenants hereinafter contained shall respectively be noted on and referred to on every Certificate of Title for the time being of the said lots hereby transferred and every part thereof as an encumbrance

IMAGED

5864/- 759/-
under an acre
bnc. as to wh. -
The covt. herein.

25/10/37

CR 113
30-10-37
Extra diag.
1/6
20/11/37



affecting the same and that such covenants shall run with such land ---
 and be binding upon the same and the registered proprietor or proprietors
 for the time being thereof but not so as to render such registered ---
 proprietor or proprietors personally liable in damages for any breach of
 such covenants after he or they shall have ceased to be such registered
 proprietor or proprietors the said James Edward Keat for himself his heirs
 executors administrators and transferees registered proprietor of ---
 proprietors for the time being of the said lots hereby transferred ---
 COVENANTS with them the said Charles William Littlejohn, Percy Reginald
 Rogers, William John Home and Arthur Spence Wilkinson their heirs executors
 administrators and transferees registered proprietor or proprietors for
 the time being of the land comprised in Certificate of Title Volume 5864
 Folio 1172759 (other than the land hereby transferred) that not more than
 one dwelling house roofed with tiles or slates and not otherwise shall be
 erected on ^{any one} either of the said Lots hereby transferred and that no such
 dwelling house shall cost less than One thousand pounds exclusive of ---
 outbuildings and fences and that no earth clay gravel stone or sand shall
 at any time be excavated carried away or removed or permitted to be ---

Law
22/10/37

excavated carried away or removed ~~on any part or parts thereof~~ from either
~~or any part or parts thereof~~
 of the said Lots hereby transferred except for the purpose of excavating
 for the foundations of any building to be erected thereon.

DATED the *twentieth* day of *July*

One thousand nine hundred and thirty-seven.

SIGNED by the said CHARLES WILLIAM LITTLEJOHN)
PERCY REGINALD ROGERS WILLIAM JOHN HOME and)
ARTHUR SPENCE WILKINSON by being executed by)
 their Attorney UNITED TRUSTS PROPRIETARY)
LIMITED under Power of Attorney No. 63427,)
 the common seal whereof was hereunto affixed)
 in the presence of)

W. J. Coleman
W. J. Coleman
W. J. Coleman

Directors

Secretary



THE COMMON SEAL of UNITED TRUSTS PROPRIETARY
LIMITED was hereunto affixed in the presence
of

W. Coleman
W. Coleman
M. Gordon

Directors

Secretary



SIGNED by the said JAMES EDWARD KEAT in - - -
Victoria in the presence of

J. O. Gammem.
Schiller
Shepperton

J. E. Keat

ENCUMBRANCES REFERRED TO

N11

X

DATED 20th July 1937

C.W. LITTLEJOHN and OTHERS

by direction

UNITED TRUSTS PROPRIETARY LIMITED

to

JAMES EDWARD KEAT

T R A N S F E R

---000---

Sutherland & Cameron,

Solicitors,

SHEPPARD.

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 4 th DAY OF September 1937	TO James Edward Keat	1660933

[Signature]
ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 5864 FOL. 1172759

[Signature]
ASSISTANT REGISTRAR OF TITLES

2025/2026 RATE & VALUATION NOTICE

Rates, Charges and Levies
For the period 1 July 2025 to 30 June 2026

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



027-3148 (6049)

R C Jones and J E Jones
6 Beatrice Ave
CHADSTONE VIC 3148

ASSESSMENT NO:	1010214
Notice Issue Date	11-Jul-25
Date Rates Declared	28-May-25
Capital Improved Value (CIV)	\$1,240,000
Site Value	\$1,140,000
Net Annual Value	\$62,000

PROPERTY DETAILS

6 Beatrice Avenue
CHADSTONE VIC 3148
Lot 84 LP 13204 Parish of Mulgrave
Emergency Services Volunteer Fund Classification - Residential
Ward - Mayfield
Land Use - 110 Detached Dwelling

DETAILS OF RATES, CHARGES AND LEVIES

COUNCIL RATE & CHARGES

Arrears/Balance B/Fwd 01-Jul-2025	\$0.00
Residential Rate (Rate on CIV .00144863)	\$1,796.30
Recycling & Waste Charge	\$65.00

STATE GOVERNMENT LEVY

State ESVF* (Rate on CIV .000173 + \$136.00)	\$350.50
--	----------

REBATES, CREDITS & PAYMENTS

State Government Rebate - Pension	-\$266.00
Council Rebate - Pension	-\$115.00
State ESVF Rebate - Pension	-\$50.00
Credit/Payment/s	-\$0.30

AMOUNT PAYABLE **\$1,780.50**

*Paid
13/2/26*

Payment in Full by
16-Feb-26 **\$1,780.50**

- Reminder notices will not be issued.

or

Payment of Four Instalments by

30-Sep-25	\$445.50	02-Mar-26	\$445.00
01-Dec-25	\$445.00	01-Jun-26	\$445.00

- To qualify you must make payment by 30-Sep-25.
- Arrears if any are included in the first payment.
- Reminder notices will be issued for the remaining instalments (except those paying by direct debit).

or

Payment of Ten Instalments by

01-Sep-25	\$178.50	02-Feb-26	\$178.00
01-Oct-25	\$178.00	02-Mar-26	\$178.00
03-Nov-25	\$178.00	01-Apr-26	\$178.00
01-Dec-25	\$178.00	01-May-26	\$178.00
02-Jan-26	\$178.00	01-Jun-26	\$178.00

- To qualify you must make payment by 01-Sep-25.
- Arrears if any are included in the first payment.
- A single notice for the remaining nine instalments will be issued after the first qualifying payment has been made by 01-Sep-25 (except those paying by direct debit).

Payments received by Council after 30 June 2025 have not been included in the above amount payable.

*ESVF = Emergency Services Volunteer Fund

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



Billpay Code: 0547
Ref. 1010 214



Biller Code: 1826
Ref. 0001010214

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

BPAY® this payment via Internet or phone banking



ONLINE
monash.vic.gov.au/payments

MAIL
Cheque only, payable to
'Monash Council' & mail to: Monash
Council, PO Box 1, Glen Waverley 3150

IN PERSON
Civic Centre (293 Springvale Rd,
Glen Waverley) or Oakleigh Service
Centre (3 Atherton Rd).

In Full \$1,780.50



*547 1010214

or

Four Instals \$445.50



*547 1010214

or

Ten Instals \$178.50



*547 1010214

RATING YEAR

Rates, charges and levies are for the period 1 July 2025 to 30 June 2026.



Visit monash.vic.gov.au/rates if you have any questions about your rates notice, you can also contact our team on (03) 9518 3555 or mail@monash.vic.gov.au

ELECTRONIC NOTICES

Go paperless and register to receive your rates notice electronically. Visit monash.vic.gov.au/ezybill

VICTORIAN GOVERNMENT RATE CAP

Council complies with the Victorian Government's rate cap of 3% for 2025/26. Your rates may change by a different amount because of:

- The valuation of your property relative to the valuation of other properties in the municipal district on 1 January 2025
- The application of any differential rate by Council
- The inclusion of other rates and charges not covered by the rate cap.

APPEALING RATES AND CHARGES

If you disagree with the rate or charge levied, you may lodge an appeal with the County Court within 60 days of receiving your rate and valuation notice. All appeals must be in the forms available from countycourt.vic.gov.au and the grounds of appeal and procedure are set out in Section 184 of the Local Government Act 1989. Consider obtaining legal advice before appealing, and advise Council of your appeal during this same 60 days. The Emergency Services and Volunteer Fund and Land Classification are not subject to any appeal.

YOUR PROPERTY VALUE

Revaluations of properties are performed each year by the Valuer-General Victoria. Your rates are based on the Capital Improved Value (CIV) of your property: the total market value of the land as at 1 January 2025, plus any buildings and improvements. Visit ratingvaluationobjections.vic.gov.au if you would like to object to your valuation within two months of the notice issue date on the front of this notice.

DIFFERENTIAL RATING

Monash Council has two different rating categories for properties: residential and non-residential. Your classification is allocated by the Valuer-General Victoria as determined by the Australian Valuation Property Classification Code. If you disagree with your classification category, you can appeal to the Victorian Civil and Administrative Tribunal for a review within 60 days of receiving your rate and valuation notice. Visit vcac.vic.gov.au to do this.

RECYCLING AND WASTE CHARGE

A \$65 charge is applied to each rateable property in Monash to meet increasing waste and recycling processing costs. Eligible pensioners receive a full rebate of this charge.

PAYMENT ALLOCATION

Payments will be allocated in the following order: legal costs, interest, arrears, current rates/charges/levies.

HOW YOUR RATES ARE CALCULATED



Annual budgeted
rates revenue
(residential properties)
\$130.8m



Combined Capital
Improved Value of all
rateable residential
properties in Monash
\$90.3b



The rate
in the dollar
0.00144863



The Capital Improved
Value of your property
\$1,000,000
(example only)



Your general rates
\$1,448.63
(example only)

Non-residential properties have a rate in the dollar of 0.00149537. Visit monash.vic.gov.au/rates for more information.

STATE GOVERNMENT REQUIREMENT

Differential Rate	Rate in \$ x CIV	Amount
Residential	0.00144863	\$1,796.30
Non-Residential	0.00149537	\$1,854.25

This table shows what your rates would be under Monash's alternative rating category.

Ownership Information:

JE Jones & RC Jones

EMERGENCY SERVICES AND VOLUNTEER FUND

The Emergency Services and Volunteer Fund is collected by Council on the Victorian Government's behalf through your rates notice. Rebates and concessions are available. More info: sro.vic.gov.au/esvf

PAYMENT DIFFICULTIES AND PAYMENT PLANS

If your rates are in arrears, you can request for a payment plan, call CollectAU agency on (03) 7004 8216.

If you are in severe financial hardship, you can apply for assistance related to unpaid rates or charges, visit monash.vic.gov.au/rates

INTEREST CHARGES AND OVERDUE ACCOUNTS

In accordance with the Local Government Act 1989, interest will be charged at 10% per annum on overdue amounts from the date each missed quarterly instalments was due, regardless of your chosen instalment options. The interest rate applied is fixed under the Penalty Interest Rates Act 1983, which is determined by the Minister and published by notice in the Government Gazette. Any outstanding payments may be referred to debt recovery agents or solicitors and will be subject to additional costs.

COUNCIL REBATES

People with a Pensioner Concession Card and/or a DVA Gold Card with War Widow or TPI entitlements are eligible for a concession on your rates and Emergency Services and Volunteer Fund for your principal place of residence (only). Visit monash.vic.gov.au/rates or call (03) 9518 3555 to apply. If you have previously received the rebate and still hold a valid concession, this will be applied automatically. Some eligibility criteria for the Pensioner Concession Card can change and Council may need to re-validate your eligibility. Holders of Health Care or Seniors Cards are not eligible for a Council rebate.

CHANGE OF ADDRESS OR OWNERSHIP

Council must be informed of any change of address or ownership in writing within one month of the transfer of property, or financial penalties may apply. Visit monash.vic.gov.au/changing-your-details If you have engaged a conveyancer, confirm that a Notice of Acquisition has been sent to Council.

YOUR INFORMATION

Personal information on this notice has been collected in accordance with Council's legislative functions. More info: monash.vic.gov.au/privacy

Your quarterly bill



Emailed to: nadsandtj24@gmail.com
MR R JONES
6 BEATRICE AVE
CHADSTONE VIC 3148

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	17 8020 0000
Invoice number	1780 5611 89903
Issue date	7 Apr 2026
Property address	6 BEATRICE AVE CHADSTONE
Property reference	1276242, LOT 84
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$239.25
Payment received thank you	-\$239.25
Balance carried forward	\$0.00
This bill	
Usage charges	\$154.19
Service charges	
Water supply system	\$21.04
Sewerage system	\$121.26
Other authority charges	
Waterways and drainage	\$31.16
Parks	\$22.39
Adjustments	
Pension and concession rebate	-\$92.77
Direct debit/ebilling discount	-\$2.00
Total this bill (GST does not apply)	\$255.27
Total balance	\$255.27

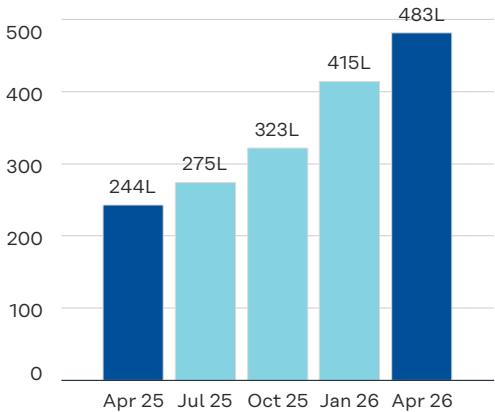
Your concession has been applied to this bill.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

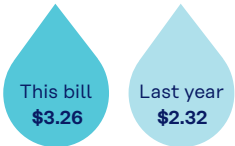
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

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



How to pay



Direct debit

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



EFT

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

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 178023589



BPAY®

Bill code: 344366
Ref: 178 0200 0003



Centrelink

Use Centrelink to arrange regular deductions from your Centrelink payments.

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



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 1780 5611 89903



Credit Card

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



*3042 178056118990 3

MR R JONES	
Account number	17 8020 0000
Invoice number	1780 5611 89903
Total due	\$255.27
Direct debit	28 Apr 2026

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD140625	307kL -	265kL =	42kL
From 5 Jan 2026 - 2 Apr 2026			(87 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	38.280kL x	\$3.5724 =	\$136.75
STEP 2 (441-880 litres per day)	3.720kL x	\$4.6871 =	\$17.44
Total	42.000kL		\$154.19
Total usage charges			\$154.19

Your charges explained

- **Water and sewer usage charge**

5 January 2026 - 2 April 2026

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

1 April 2026 - 30 June 2026

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**

1 April 2026 - 30 June 2026

A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**

Waterways and drainage charge

1 April 2026 - 30 June 2026

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**

1 April 2026 - 30 June 2026

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria’s parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J168090

Financial assistance

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

Contact us

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

📅 Next meter reading:

Between 2-9 Jul 2026

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au

Drop by drop
We can all do
our part

Smarter water use starts at home with everyday choices. Use a trigger nozzle on your hose when watering your garden.

🔍 MAKE EVERY DROP COUNT





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Specialised Conveyancing Services
353 Waverley Road
MOUNT WAVERLEY 3149

Client Reference: Jones

NO PROPOSALS. As at the 28th May 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®.

6 BEATRICE AVENUE, CHADSTONE 3148
CITY OF MONASH

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

Date of issue: 28th May 2026

[Vicroads Certificate] # 80687244 - 80687244135514 'Jones'

Lodger Details

Lodger Code

Name

Address

Lodger Box

Phone

Email

Reference 26/3230 - Jones

NOTICE OF DEATH / SURVIVORSHIP

Jurisdiction

VICTORIA

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest held by deceased

FEE SIMPLE

Land Title Reference

6674/694

Deceased Registered Proprietor

Given Name(s) JOAN EVELINE

Family Name JONES

Applicant Registered Proprietor

Given Name(s) ROY CLARENCE

Family Name JONES

Address

Street Number 6

Street Name BEATRICE

Street Type AVENUE

Locality CHADSTONE

State VIC

Postcode 3148

The applicant applies to be registered as the proprietor of the estate and/or interest in the land specified held jointly with the deceased.

Execution

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date

Reference: 26/3230 - Jones

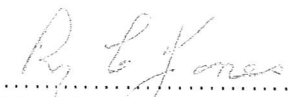
ENDURING POWER OF ATTORNEY (FINANCIAL) - (Part 1)

This Enduring Power of Attorney is made under Part XIA of the Instruments Act 1958 and has effect as a deed.

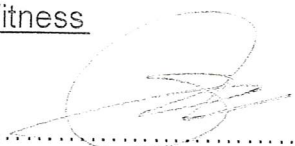
This Enduring Power of Attorney is made on the 15th day of August, 2006.

1. I, **ROY CLARENCE JONES** of 6 Beatrice Avenue, Chadstone in the State of Victoria, Retired, **appoint** **JOAN EVELINE JONES** of 6 Beatrice Avenue, Chadstone, Married Woman, **TREVOR JOYCE JONES** of 30 Leonie Avenue, Mount Waverley, Graphic Designer and **LINDA SHARON JONES** of 64 Railway Parade South, Chadstone, Gentlewoman jointly and severally to be my Attorneys.
2. I **authorise** my Attorneys to do on my behalf anything that I may lawfully authorise an Attorney to do.
3. The authority of my Attorneys is subject to the following **conditions, limitations and instructions**: NIL
4. I **declare** that this Power of Attorney begins on this date: 15th day of August, 2006.
5. I **declare** that this Power of Attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
6. I **declare** that all previous Enduring Powers of Attorney signed by me are hereby revoked.

Signed as a deed by:
ROY CLARENCE JONES


.....
(Usual signature)

First Witness


.....
(Usual Signature)

Name: **TERENCE ANTHONY BRENNAN**

Address: SUITE 2, 427 BLACKBURN ROAD

MOUNT WAVERLEY, 3149

Occupation: **LEGAL PRACTITIONER**

Second Witness


.....
(Usual Signature)

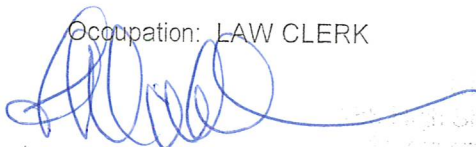
Name: **COLLEEN MARY ROOTH**

Address: SUITE 2, 427 BLACKBURN ROAD

MOUNT WAVERLEY, 3149

Occupation: **LAW CLERK**

I certify this to be a true
copy of the original which
I have sighted


I, **COLLEEN MARY ROOTH**, do hereby certify that the above is a true and correct copy of the original which I have sighted.
Signed: **COLLEEN MARY ROOTH**
Witness: **COLLEEN MARY ROOTH**
Date: **15 AUG 2006**

WITNESS STATEMENT - (Part 2)

We, TERENCE ANTHONY BRENNAN and COLLEEN MARY ROTH, the witnesses to the making of the Financial Power of Attorney by **ROY CLARENCE JONES** made on the 15th day of August, 2006, have noted the following matters which confirm that the Donor in our opinion displayed that he had the necessary capacity to understand the nature and effect of the Power of Attorney he signed and has signed the Enduring Power of Attorney freely and voluntarily in our presence..

We believe that the Donor understood the nature and effect of the enduring Power of Attorney including understanding the following matters:-

- (a) that the Donor may, in the Power of Attorney, specify conditions or limitations on, or instructions about, the exercise of the power to be given to the Attorney;
- (b) when the power is exercisable;
- (c) that once the power is exercisable, the Attorney has the same powers as the Donor had (when not under a legal incapacity) to do anything for which the power is given subject to any limitations or restrictions on exercising the power included in the enduring Power of Attorney;
- (d) that the Donor may revoke the enduring Power of Attorney at any time the Donor is capable of making an enduring Power of Attorney;
- (e) that the power the Attorney is given continues even if the Donor subsequently ceases to have legal capacity;
- (f) that at any time that the Donor is not capable of revoking the enduring Power of Attorney, the Donor is unable to effectively oversee the use of the power.

The matters raised in paragraphs (a) to (f) above were discussed with the Donor and the Donor appeared to understand the effect of the granting of the Power of Attorney.

We formed our opinion that the Donor had the capacity to make the Power of Attorney as a result of our discussions with the Donor wherein we discussed the following matters:

1 Nature and extent of assets

2 Current living arrangements

- 3 Family membership and Social contacts
- 4 Other concerns that the Donor expressed
- 5 General understanding

First Witness

.....
(Usual Signature)

Name: TERENCE ANTHONY BRENNAN
Address: SUITE 2, 427 BLACKBURN ROAD
MOUNT WAVERLEY, 3149
Occupation: LEGAL PRACTITIONER

Second Witness

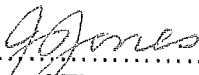
.....
(Usual Signature)

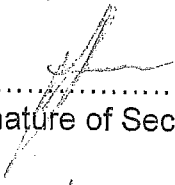
Name: COLLEEN MARY ROTH
Address: SUITE 2, 427 BLACKBURN ROAD
MOUNT WAVERLEY, 3149
Occupation: LAW CLERK

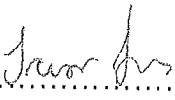
STATEMENT OF ACCEPTANCE – (Part 3)

We, JOAN EVELINE JONES, TREVOR ~~JOYCE~~ JONES and LINDA SHARON JONES on the ^{15th} day of August, 2006 **accept** appointment as an Attorney under this Enduring Power of Attorney and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and to exercise the powers conferred in accordance with Part XIA of the **Instruments Act 1958**.


.....
(Signature of First Attorney)


.....
(Signature of Second Attorney)


.....
(Signature of Third Attorney)

Created at 28 May 2026 01:51 PM

PROPERTY DETAILS

Address: **6 BEATRICE AVENUE CHADSTONE 3148**

Lot and Plan Number: **Lot 84 LP13204**

Standard Parcel Identifier (SPI): **84\LP13204**

Local Government Area (Council): **MONASH**

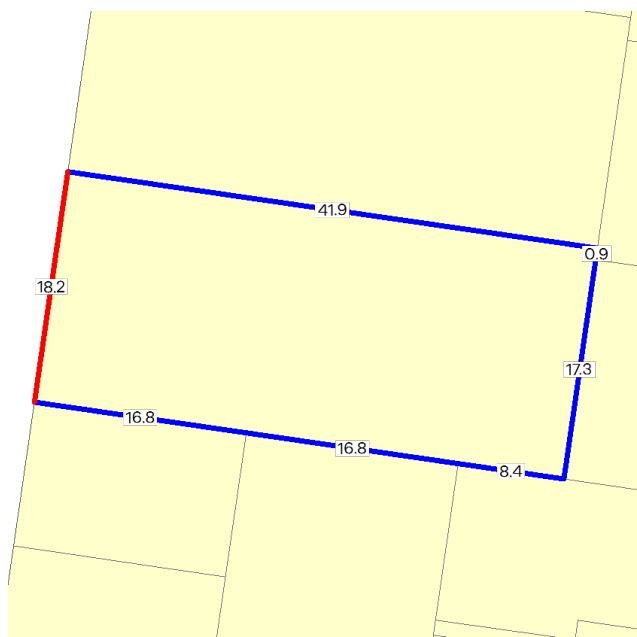
Council Property Number: **177536**

Directory Reference: **Melway 60 K12**

www.monash.vic.gov.au

SITE DIMENSIONS

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



Area: 765 sq. m

Perimeter: 120 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **ASHWOOD**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

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

Area Map



PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 28 May 2026 01:51 PM

PROPERTY DETAILS

Address: **6 BEATRICE AVENUE CHADSTONE 3148**
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Council Property Number: **177536**
Planning Scheme: **Monash**
Directory Reference: **Melway 60 K12**

www.monash.vic.gov.au

[Planning Scheme - Monash](#)

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **ASHWOOD**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 28 May 2026.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)