

# 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

**Property address**                      **14 Ayr Court BERWICK VIC 3806**

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 of the parties –

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2025

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2025

**Print name(s) of person(s) signing:**      DEAN ASHLEY COOK and VICKI ANN PETERSON

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

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

### 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

HARCOURTS ASAP

Chris Zhang

pa2chris@harcourts.com.au

#### Trust Account Details:

Name: .....

BSB: .....

ACC: .....

Purchasers are required to confirm trust account details with the selling agent prior to making any deposit payment.

### Vendor

DEAN ASHLEY COOK and VICKI ANN PETERSON

### Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052

Fax: 03 9988 9059

Ref: 25PETERSON-S14

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9516	Folio	951	1	TP085895K
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 14 Ayr Court BERWICK VIC 3806

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings, solar panels (if it exists), solar hot water (if it exists) and all fixtures and fittings of a permanent nature.

**Goods excluded from the sale:**

White cupboards in garage

**Payment** (general condition 11)

Price \$

If no deposit due date is specified, the due date is taken to be the **DAY OF SALE**.

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

**GST** (general condition 13)

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

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If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. Refer to Special Condition 14.

Notice required to be given by Vendor ☒ Yes ☐ No

Withholding required by Purchaser ☐ Yes ☒ No

*No withholding for residential premises because*

*No withholding for potential residential land because*

☒ The premises are not new

☐ The land includes a building used for commercial purposes

☐ The premises were created by substantial renovation

☐ The Purchaser is registered for GST and acquires the property for a creditable purpose

☐ The premises are commercial residential premises

**Settlement** (general condition 10)

**is due on**

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

- the above date; or
- 14 days after the Vendor gives notice in writing to the Purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

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

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

(You should check the tenancy agreement/lease available within the Section 32 Vendor Statement)

- ☐ \* tenancy agreement for a fixed term ending \_\_\_\_\_
- ☐ \* periodic tenancy agreement determinable by notice
- ☐ \* lease for a term ending \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years

**Terms contract** (general condition 23)

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

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**Loan** (general condition 14) (Not Applicable at Auction)

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

Lender:

Loan amount not more than \$

Approval date by:

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

**Special  
conditions**



# Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;

20250101

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## 1. Acceptance of title

### 1.1 General condition 12.4 is added:

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. The Purchaser accepts that any of the conditions as outlined within this contract do not ensure for the benefit of the Purchaser.

### 1.2 General Condition 12.1(a)(ii) will no longer apply to this contract. The Purchaser's reasons for objecting to the release of the deposit monies must reflect the matters set out in Sub-section (4) of Section 27 of the *Sale of Land Act 1962*. The Purchaser's objection to release of the deposit can only have regard to the accuracy of the particulars in the Deposit Release Notice and sufficiency of the purchase price to discharge all financial encumbrances over the property. The Purchaser cannot refuse to authorize the release of the deposit on any other grounds once the contract has become unconditional and the Purchaser is deemed to accept title.

## 2. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.

### 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.

### 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

### 2.3 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.

### 2.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

### 2.5 The Vendor must nominate a time of the day for locking of the workspace at least seven (7) days before the due date for settlement.

### 2.6 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.

### 2.7 The parties must do everything reasonably necessary to effect settlement:

- a. electronically on the next business day; or

### 2.8 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 2.6 has not occurred by 4.00 pm. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

### 2.9 The Vendor must before settlement:

- a. deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- b. direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,

- c. deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - d. direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The Vendor must, at least seven (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.

### 3. Director's Guarantees

In the event the Purchaser or nominated Purchaser is a company the Purchaser will simultaneously with the execution of this contract arrange for its directors to execute the attached Guarantee and Indemnity.

### 4. Exclusion and/or Variation of General Conditions

- 4.1 General Conditions 24.4, 24.5 and 24.6 shall not apply to this contract.
- 4.2 General Condition 22 is replaced with "The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time during the 7 days preceding the settlement day."
- 4.3 General Condition 14.1 is replaced with "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. Should the "Loan amount" not be specified, the parties agree that the amount shall be taken as the Purchase Price."
- 4.4 For the purposes of General Condition 15 – ADJUSTMENTS -, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- 4.5 General Condition 21 – NOTICES - does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

### 5. Interpretation

In this contract unless the context otherwise requires: -

- 5.1 headings and subheadings are for convenience of reference only and do not affect interpretation;
- 5.2 words importing the singular include the plural and vice versa;
- 5.3 words importing a gender include any gender;
- 5.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 5.5 a reference to an Act of Parliament includes that Act as amended or replaced and all regulations made under it;
- 5.6 a reference to a body whose functions have become exercisable by another body is a reference to the latter body;
- 5.7 a covenant or agreement on the part of two or more persons binds them jointly and severally;
- 5.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation" ; and
- 5.9 where the letters "ADI" means Authorized Deposit-Taking Institution and has the same definition as ADI in section 5 of *Banking Act 1959 (Cth)*; and
- 5.10 any reference to business or working days ends at 4.00pm that day.
- 5.11 **contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:
  - a. noxious or poisonous;
  - b. harmful or potentially harmful to the health or welfare of human beings;
  - c. poisonous, harmful or potentially harmful to animals, birds or wildlife;
  - d. poisonous, harmful or potentially harmful to plants or vegetation;
  - e. obnoxious or unduly offensive to the senses of human beings; or
  - f. detrimental to any beneficial use made of the property.
- 5.12 **Environmental and Planning Law** means:
  - a. all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
  - b. all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in

paragraph (a); and

- c. all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

**5.13 hazardous materials** means:

- a. any contamination;
- b. any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment
- c. any item, substance or article that is either prescribed as dangerous goods within the meaning of the *Dangerous Goods Act 1985 (Vic)* or is capable of constituting a risk, threat or menace to
  - i. persons or property; or
  - ii. any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law

**5.14 Insolvency Event** means:

- a. in relation to a body corporate:
  - i. an application being made to a court for an order that it be wound up;
  - ii. an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
  - iii. except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
  - iv. it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor or is otherwise wound up or dissolved;
  - v. it is or states that it is insolvent;
  - vi. as a result of the operation of section 496F(1) of the *Corporations Act 2001 (Cth)*, it is taken to have failed to comply with a statutory demand;
  - vii. it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001 (Cth)*;
  - viii. it takes any step to obtain, or is granted, protection from its creditors under any applicable legislation; or
  - ix. anything having a substantially similar effect to any of the events set out above happens
  - x. under the law of any applicable jurisdiction.
- b. in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or
- c. in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.

**5.15 Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

**5.16 DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

**5.17 Duties Act** means the Duties Act 2000 (Vic).

**5.18 Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

**5.19 Deposit Release Notice** means the document provided to the Purchaser for early release of the deposit under Section 27 of the *Sale of Land Act 1962*.

**5.20 Building Element** is accepted as per AS4349.1-2007 as "Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function."

**5.21 Major Defect** is accepted as per AS4349.1-2007 as "A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."

**5.22 Structural Defect** is accepted as per AS4349.1-2007 as "Fault or deviation from the intended structural performance of a building element."

**5.23 Vacant Possession** is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The Purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

**6. Whole Agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no  
CONTRACT OF SALE OF REAL ESTATE

other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the Purchaser shall not be entitled to rely on any representations made by the Vendor or their agents except as are made conditions of this contract.

**7. Purchaser acknowledgements**

- 7.1 The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.
- 7.2 The Purchaser acknowledges that the Purchaser has inspected the property and chattels prior to the day of sale. The Purchaser agrees that the Purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
- 7.3 The Purchaser accepts the property as at the Day of Sale: -
- a. in its present condition and state of repair;
  - b. with all restrictions on the use and development of the property under the planning scheme which affects the land;
  - c. with all defects latent and patent;
  - d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation;
  - e. on the basis all improvements on the property are sold in their state of repair and condition. The Purchaser must not require the Vendor to add to, repair, reinstate or reconstruct them;
  - f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;
  - g. with any other planning controls affecting the property;
  - h. with any Owners Corporation Rules that may exist;
  - i. with any agreement under Section 173 of the *Planning and Environment Act*;
  - j. with any restriction as to the use of the property made under any Authority;
  - k. with any planning permits for or affecting the property including any conditions set out in any planning permits;
  - l. notwithstanding any non-compliance with the *Local Government Act 1989*, *Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and
  - m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.
- 7.4 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.
- 7.5 The Purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.
- 7.6 The Purchaser accepts that the Vendor has not represented, warranted or guaranteed:
- a. that the property is suitable for any specific development or may generally be developed in any way;
  - b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
  - c. the use to which the property may be physically or lawfully put, either presently or in the future.
- 7.7 The Purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current Rates) relating to the property which are made or issued after the date of sale.
- 7.8 The Purchaser warrant that they have made their own enquires and investigation as to the use to which the property may be put and the Purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.
- 7.9 The property and any chattels sold by this contract shall not pass to the Purchaser until balance of the payment due to the Vendor is received at settlement.
- 7.10 The Purchaser accepts that all payments due to the Vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the Vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.
- 7.11 The Purchaser accepts that if a swimming pool and/or spa as defined in the *Building Regulations 1994* is constructed on the property and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the *Building Regulations 1994*, the Vendor will not be obliged to comply with those regulations either prior to or after the settlement date and the Purchaser must not make any requisition, claim compensation or delay settlement as a result of any non-compliance.

- 7.12 The Purchaser accepts that if there are solar panels installed on the property, the parties agree:
- whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
  - 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
  - the Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes 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.
  - the Vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.
- 7.13 The Purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.
- 7.14 The Purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". The Purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the Vendor/s give no warranties whatsoever in regard to same.
- 7.15 The Purchaser accepts that any default under this contract, without prejudice to any other rights of the Vendor, the Purchaser shall pay an interest rate of four percent (4%) higher than the current penalty interest rate under the *Penalty Interest Rates Act 1983*.
- 7.16 The Purchaser accepts that if the contract is made subject to any building or pest inspections, and no date is specified as to when it should be completed, the Purchaser accepts that seven (7) days is reasonable from when the Purchaser signs this contract. In addition, any such clauses that have been inserted by the Purchaser or any agent that include the words "subject to satisfactory" or "subject to a satisfactory", is invalid, and the Purchaser cannot rely on any such clauses.
- 7.17 The Purchaser accepts that any email or correspondence sent to the Vendor(s) representative electronically is to be no more than 20MB in size (inclusive of any collection of attached files). If the size equates to be larger than said amount, the email may be treated as spam and may not be reviewed nor actioned. The Purchaser agrees to advise their representative of the email size restriction and that they may not receive any warnings.
- 7.18 The Purchaser accepts that if the Vendor has a simultaneous or pending property purchase settlement the Vendor may have their items stored and ready for collection by removalists at the property for a period of no later than the following business day. A Purchaser may not delay settlement or make any claim for compensation or damages.

## 8. Auction

The Purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the Vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the *Sale of Land Regulations 2005* or any rules prescribed which modify or replace those rules.

## 9. Deposit

- 9.1 The Purchaser is immediately in default if the Purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both parties have signed this contract.
- 9.2 If payment of the deposit monies be made by electronic transfer, the Purchaser must confirm those banking details directly with the selling agent by a secondary method. The Purchaser must ensure that they have the correct banking details prior to making any payment. The Purchaser indemnifies the:
- Vendor;
  - licensed estate agent;
  - agent's representative; or
  - assignee
- for any loss or damages howsoever described, incurred by the Purchaser for non-compliance or breach of Special Condition 9.
- 9.3 The deposit payable hereunder shall be a minimum of ten per centum (10%) of the purchase price.
- 9.4 The deposit payable due to the Vendor under this contract shall be due by no later than 4.00 p.m. Victoria Australia on the due date (as cleared funds) and the Vendor shall be entitled to treat any payment received after 4.00 p.m. Victoria Australia as a default in payment under this contract and payment received as being on the next business day. Without prejudice to any other rights of the Vendor, the Purchaser shall pay an interest rate of four percent (4%) higher than the current penalty interest rate under the *Penalty Interest Rates Act 1983*.

## **10. Statement of Adjustments**

- 10.1 The Purchaser must deliver by email or fax, Statement of Adjustments and all relevant current certificates to the Vendor's representative not less than three (3) business days prior to the settlement date.
- 10.2 Should a Purchaser be in breach of 10.1, the Vendor may exercise an option to not effect settlement until the expiration of three (3) business days after the Statement of Adjustments and current relevant certificates are delivered by email or fax to the Vendor's representative and the Purchaser will be deemed to have made a default in payment of the residue, so that the Vendor will be entitled to penalty interest until settlement is affected. For the purposes of this special condition, if the Vendor has lost the ability to settle the Vendor is not entitled to penalty interest exceeding three (3) business days.

## **11. Foreign Investment Policy**

- 11.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975*.
- 11.2 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this on this warranty when entering into this contract including any consequential loss.
- 11.3 The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act* all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## **12. Foreign resident capital gains withholding**

- 12.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 12.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1952 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 12.3 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 is or will have a market value of \$1 or more just after the transaction, and the transaction is not excluded under section 14-215 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 12.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 12.5 The Purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - ensure the representative does so.
- 12.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - promptly provide the Vendor with proof of payment; and
  - otherwise comply, or ensure compliance with, this special condition;
- despite:
- any contrary instructions, other than from both the Purchaser and the Vendor; and
  - any other provision in this contract to the contrary.
- 12.7 The representative is taken to have complied with the obligations in special condition 12.6 if:
- 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
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of the transaction.
- 12.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235 (2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least five (5) business days before the due date for settlement.

- 12.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within five (5) business days or request by the Purchaser. The Vendor warrants that the information provided is true and correct.
- 12.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 12.11 The Purchaser must pay and indemnifies the Vendor against any taxes or duty, including any interest, penalty or like charge, arising from:
- a. the signing, delivery and performance of this contract;
  - b. any contract or document entered into or signed about or associated with this contract; and
  - c. this transaction.
- 12.12 This special condition does not require the Purchaser to pay or indemnify the Vendor against any income or capital gains tax assessed under the *Income Tax Assessment Act 1997 (Cth)* other than as specifically provided in this contract.

### 13. Goods & Services Tax (GST)

- 13.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the Vendor is registered for GST and the Purchaser agrees to the terms in General Condition 13.5 and in addition as follows:
- a. that the property and the lease is supplied together as a single supply; and
  - b. the Purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and
  - c. the Purchaser must take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or Settlement Date, to satisfy the "going concern exemption", the Vendor may at their own discretion, either: -
    - i. renew the existing commercial lease; or
    - ii. create a new commercial lease"; or
    - iii. alter the contract to 'plus GST' whereby the Purchaser must pay must to the Vendor any GST payable in respect of a taxable supply made under this contract in addition to the price

Should the Purchaser decide not to continue the lease allowing the tenant to carry on the business being conducted under the lease, the contract shall be altered to 'plus GST' whereby the Purchaser must pay must to the Vendor any GST payable in respect of a taxable supply made under this contract in addition to the purchase price.

- 13.2 Consequences if the parties are mistaken:
- a. Notwithstanding the provisions of General Condition 13.1, in the event that it is determined that the Vendor should have been registered for GST relating to any enterprise affecting the land and the Vendor before and after settlement is served a letter from the Australian Taxation Office stating that the supply herein has GST, and requiring the Vendor to pay GST on the price or any other amount payable under this Contract for whatever reason, then the Vendor may give notice in writing to the Purchaser at any time before or after settlement to direct the Purchaser to pay to the Vendor an additional sum of the amount of any GST payable (excluding penalties and interest) in respect of the taxable supply herein.
  - b. If the Vendor incurs any penalties or interest under the GST law because the supply under this Contract has been treated by the parties as being GST free, then
    - i. If the reason for the sale not being GST free is solely because of some fault by either party (including breach of any warranties contained herein) then the party shall bear those penalties and interest;
    - ii. In any other case, the penalties and interest shall be borne by the parties equally.
- 13.3 This special condition (including warranties) is an enduring special condition which survives the day of supply to the Purchaser and survives the termination of the Contract. The right and obligations of the parties under this special condition endure for ten (10) years from and including the day of sale to the Purchaser.

### 14. GST Withholding

- 14.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or is *A New Tax System (Goods and Service Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 14.2 This special condition 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 special condition is to be taken as relieving the Vendor from compliance with section 14-255.
- 14.3 The amount is to be deducted from the Vendor's entitlement to the contract \*consideration and is 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.

- 14.4 The Purchaser must:
- engage a legal practitioner or licensed conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - ensure the representative does so.
- 14.5 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:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of 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 special condition;
- despite:
- any contrary instructions, other than from both the Purchaser and the Vendor; and
  - any other provision in this contract to the contrary.
- 14.6 The representative is taken to have complied with the obligations in this special condition if:
- 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
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 14.7 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 special condition 2.
- 14.8 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 4 days before the due date for settlement.
- 14.9 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 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request.
- 14.10 The Vendor warrants that:
- at settlement, if 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.
- 14.11 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 special condition 14.10; 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 above applies,
- 14.12 This special condition will not merge at settlement.

## **15. Nomination**

- 15.1 General Condition 18 does not apply to this contract
- 15.2 The Purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the



vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.

- 15.3 If the Purchaser wishes to nominate a substitute or additional transferee, it must deliver to the Vendor's legal practitioner/conveyancer:
- a nomination notice executed by the nominee and the Purchaser at least ten (10) business days before the settlement date specified in this contract; and
  - if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.
- 15.4 Any nomination notice given special condition 15.3(a) must include:
- a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.
  - a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the Vendor, this approval has been obtained; and
  - a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and
  - an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.
- 15.5 If the Vendor and the Purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

## **16. Duties Act and Stamp Duty**

- 16.1 The Purchaser must:
- pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
  - indemnify the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.
- 16.2 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying
- 16.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 16.4 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's lawyers (and conveyancers) 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 of land differing from those recorded in this contract.
- 16.5 This special condition will not merge on settlement.

## **17. Restriction on Re-Sale**

- 17.1 The Purchaser must not prior to settlement without the written consent of the Vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the property or the Purchaser's rights or interests pursuant to this Contract..
- 17.2 The Vendor will not unreasonably withhold its consent to a sale of the Purchaser procures that any successor in title of the Purchaser contracts with the Vendor in the same terms as this Contract.
- 17.3 Special Condition 17.2 does not apply to a nomination under Special Condition 15.
- 17.4 The Purchaser must not place on the Land any advertising material, signs, hoardings, or any other thing which is visible from the outside of the property (whether internally or externally to any buildings) without the consent of the Vendor.

## **18. Right of Termination**

- 18.1 Without limiting the Vendor's rights under any guarantee, the Vendor may terminate this contract without penalty if the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event.
- 18.2 The Vendor may exercise its rights under special condition 18.1 by notice to the Purchaser or the Purchaser's legal practitioner or conveyancer.

## **19. Commercial and Industrial Property Tax Reform Act 2024**

- 19.1 The Purchaser acknowledges that the property is not tax reform scheme land within the meaning of the Act
- 19.2 The Purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue

Office property clearance certificate herein, or by inquiring directly with the State Revenue Office – noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

# General Conditions

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

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## Title

### 1. ENCUMBRANCES

- 1.1 The Purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a Vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The Vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.
- 2.3 The Vendor warrants that the Vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The Vendor further warrants that the Vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the Vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the Vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

3.2 The Purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the Vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the Purchaser may request the Vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the Purchaser is given the details of the Vendor's date of birth under condition 7.2, the Purchaser must
  - (a) only use the Vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the Vendor secure and confidential.
- 7.4 The Vendor must ensure that at or before settlement, the Purchaser receives –
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that –
    - (i) the Purchaser intends to use 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.
- 7.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
  - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest.

- 7.9 If the Purchaser receives a release under general condition 7.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The Purchaser must advise the Vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the Purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the Purchaser must pay the Vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the Vendor as a result of the delay –
- as though the Purchaser was in default.
- 7.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. GENERAL LAW LAND**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.
- 9.4 The Purchaser is taken to have accepted the Vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the Purchaser has not reasonably objected to the title or reasonably required the Vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the Vendor gives the Purchaser a notice that the Vendor is unable or unwilling to satisfy the Purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **Money**

## **10. SETTLEMENT**

- 10.1 At settlement:
- (a) the Purchaser must pay the balance; and
  - (b) the Vendor must:
    - (i) do all things necessary to enable the Purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The Vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree

otherwise.

## 11. PAYMENT

11.1 The Purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

## 12. STAKEHOLDING

12.1 The deposit must be released to the Vendor if:

- (a) the Vendor provides particulars, to the satisfaction of the Purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the Purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

## 13. GST

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

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

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

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

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

- (a) the Vendor warrants that the property is land on which a farming business has been carried on

for the period of 5 years preceding the date of supply; and

- (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

#### **14. LOAN**

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

#### **15. ADJUSTMENTS**

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

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

- (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the Vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the Vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### **Transactional**

##### **16. TIME**

16.1 Time is of the essence of this contract.

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

##### **17. SERVICE**

17.1 Any document sent by –

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

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

- (a) personally; or
- (b) by pre-paid post; or

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

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

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

#### **22. INSPECTION**

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

#### **23. TERMS CONTRACT**

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

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

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

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

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

24.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be



appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

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

## **25. BREACH**

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

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

## **Default**

## **26. INTEREST**

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

## **27. DEFAULT NOTICE**

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

27.2 The default notice must:

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

## **28. DEFAULT NOT REMEDIED**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Schedule 1  
**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of:

Director (Sign)

Witness..... )

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of:

Director (Sign)

Witness..... )

## SCHEDULE 5

### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

#### Meaning of Vendor

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

#### Bidding by Co-owners

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

#### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

#### What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

#### Copies of the rules

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

#### Questions

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

#### Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.

- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

#### **Who made the bid?**

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

#### **It is an offence to disrupt an auction**

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

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

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

#### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962* or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victoria LawToday".

# Due Diligence Checklist

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

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

# SECTION 32 STATEMENT

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

<b>Vendor:</b>	DEAN ASHLEY COOK and VICKI ANN PETERSON
<b>Property:</b>	14 Ayr Court BERWICK VIC 3806



Spin Conveyancing  
PO Box 1294  
Waverley Gardens VIC 3170

Tel: 9988 9052  
Fax: 9988 9059  
Email: [info@spinconveyancing.com.au](mailto:info@spinconveyancing.com.au)

Ref: 25PETERSON-S14

## IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area which is in a 1 in 100 year severity flood area. You should check with the municipal council whether this property is subject to any flooding before you commit yourself to buy.

You may be liable to pay Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from the growth areas infrastructure contribution on certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings and any interest payable on any part of them is contained in the attached certificate/s and/or fee notices as provided-

- (a) Their total does not exceed \$5,000.00
- (b) Or are contained in the attached certificate/s (if provided)

- (c) Or their amounts are: Amount (approx.)
- |  |  |
|--|--|
| 1. Local Council   |  |
| 2. Water Authority   |  |
| 3. Land Tax  |  |
| 4. <span style="border: 1px solid black; padding: 2px 20px;"></span> |  |

- (d) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge (other than GST payable in the contract), which are not included in items (a), (b) and (c) above; other than any amount described in this rectangular box:-

None to the Vendors knowledge

- (e) At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.
- (f) The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:-

Not Applicable

**(g) Sale Subject to Mortgage**

This section (g) 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

**(h) Land Tax**

Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 (\$10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

**(i) Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

i. 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. 110
ii. Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. 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 of property clearance certificate or is as follows	Date:  OR  <input checked="" type="checkbox"/> Not applicable



### 32B INSURANCE

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

Not Applicable

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

Not Applicable

### 32C LAND USE

#### (i) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

#### (ii) BUSHFIRE

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

#### (iii) ROAD ACCESS

There is access to the Property by Road.

#### (iv) PLANNING

Planning Scheme	Greater Dandenong Planning Scheme
Responsible Authority	Greater Dandenong
Zoning	General Residential Zone GRZ GRZ1
Planning Overlay/s	None

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses and aquatic plants. There are a range of regulations that may apply including to obtain planning permits under Clause 52.17 of the local planning scheme.

(v) **ABORIGINAL CULTURAL HERITAGE**

This property is not within or affected by one or more areas of aboriginal cultural heritage sensitivity.

**32D NOTICES**

**(a) NOTICE, ORDER, DECLARATION, REPORT OR RECOMMENDATION**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

None

**(b) AGRICULTURAL CHEMICALS**

Any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Not Applicable

**(c) COMPULSORY ACQUISITION**

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

Not Applicable

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

**32H SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected

Water supply	Connected
Sewerage	Connected
Telephone services	NBN and/or mobile services are available in the area.

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.

### 321 **TITLE**

Attached are the following document/s concerning Title: Volume 9516 Folio 951

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

### **DISCLOSURE OF ENERGY INFORMATION**

(Disclosure of this information is not required under Section 32 of the *Sale of Land Act 1962 (Vic)* but may be included in this Vendor's 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 nett lettable area of at least 1,000m<sup>2</sup> (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.
-----------------

Attached to this Section 32 Statement is the **Due Diligence** Checklist

DATE OF THIS STATEMENT

/  /20 

25

Name of the Vendor

DEAN ASHLEY COOK and VICKI ANN PETERSON

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/  /20

Name of the Purchaser

Signature/s of the Purchaser

x



MRS VICKI A PETERSON  
14 AYR COURT  
BEWICK VIC 3806

Our reference: 7161037583634

Phone: **13 28 66**

17 July 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello VICKI,

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

Notice number	2411098652220
Vendor name	VICKI ANN PETERSON
Clearance Certificate Period	16 July 2025 to 16 July 2026

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

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

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



MR DEAN COOK  
14 AYR COURT  
BERWICK VIC 3806

Our reference: 7161076075660

Phone: **13 28 66**

18 July 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello DEAN,

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

Notice number	2411098655612
Vendor name	DEAN COOK
Clearance Certificate Period	16 July 2025 to 16 July 2026

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

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

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

**GST residential withholding – Vendor Notification**  
**Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwith)**

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

**Vendor(s) details**

Name of Vendor(s): DEAN ASHLEY COOK and VICKI ANN PETERSON

---

**Section 1      Vendor(s) GST Withholding Notification      please tick**

Does the Vendor(s) make a taxable supply in relation to the sale  
**14 Ayr Court BERWICK VIC 3806** (property) ?

☒ NO

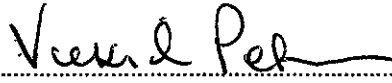
☐ YES

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

The Purchaser is required to withhold an amount of \$ \_\_NOT REQUIRED\_\_

---

Signature of Vendor(S) .....



DEAN ASHLEY COOK and VICKI ANN PETERSON

Dated the 12 day of July 2025

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

Page 1 of 1

VOLUME 09516 FOLIO 951

Security no : 124125219610G  
Produced 11/06/2025 11:40 AM

### LAND DESCRIPTION

Lot 1 on Title Plan 085895K.  
PARENT TITLE Volume 08365 Folio 642  
Created by instrument K399015 01/06/1983

### REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
DEAN ASHLEY COOK of 14 AYR COURT BERWICK VIC 3806  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
VICKI ANN PETERSON of 14 AYR COURT BERWICK VIC 3806  
AR448512D 13/09/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH564303B 19/10/2010  
WESTPAC BANKING CORPORATION

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

### DIAGRAM LOCATION

SEE TP085895K 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: 14 AYR COURT BERWICK VIC 3806

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 13/09/2018

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	<b>Plan</b>
Document Identification	<b>LP051094</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>02/07/2025 10:30</b>

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

PLAN OF SUBDIVISION OF  
PART OF CROWN SECTION 15  
PARISH OF BERWICK  
COUNTY OF MORNINGTON

LP 51094  
EDITION 1  
PLAN MAY BE LODGED 23/12/59

VOL.7337 FOL.336

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

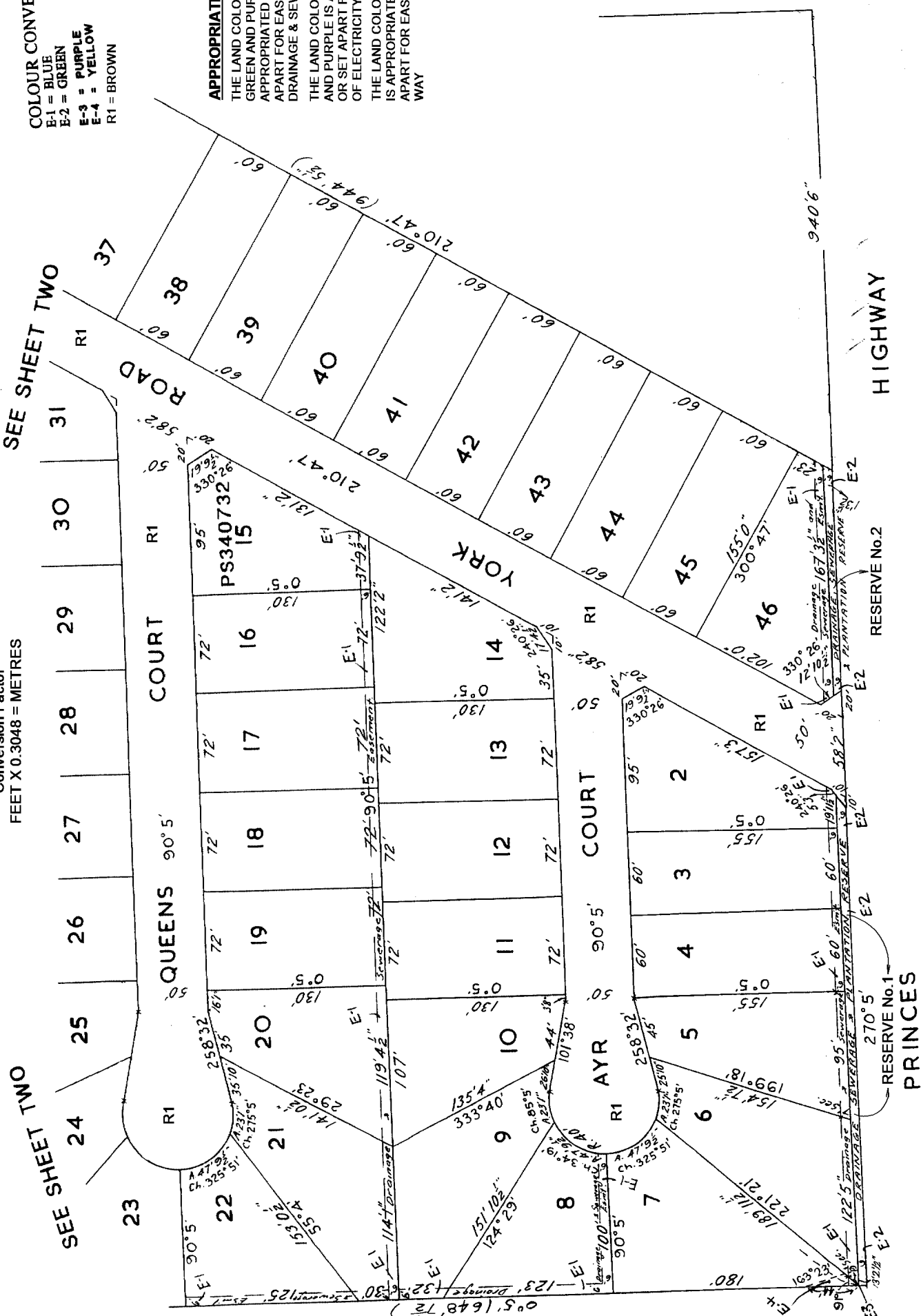
SEE SHEET TWO

SEE SHEET TWO

COLOUR CONVERSION  
E-1 = BLUE  
E-2 = GREEN  
E-3 = PURPLE  
E-4 = YELLOW  
R1 = BROWN

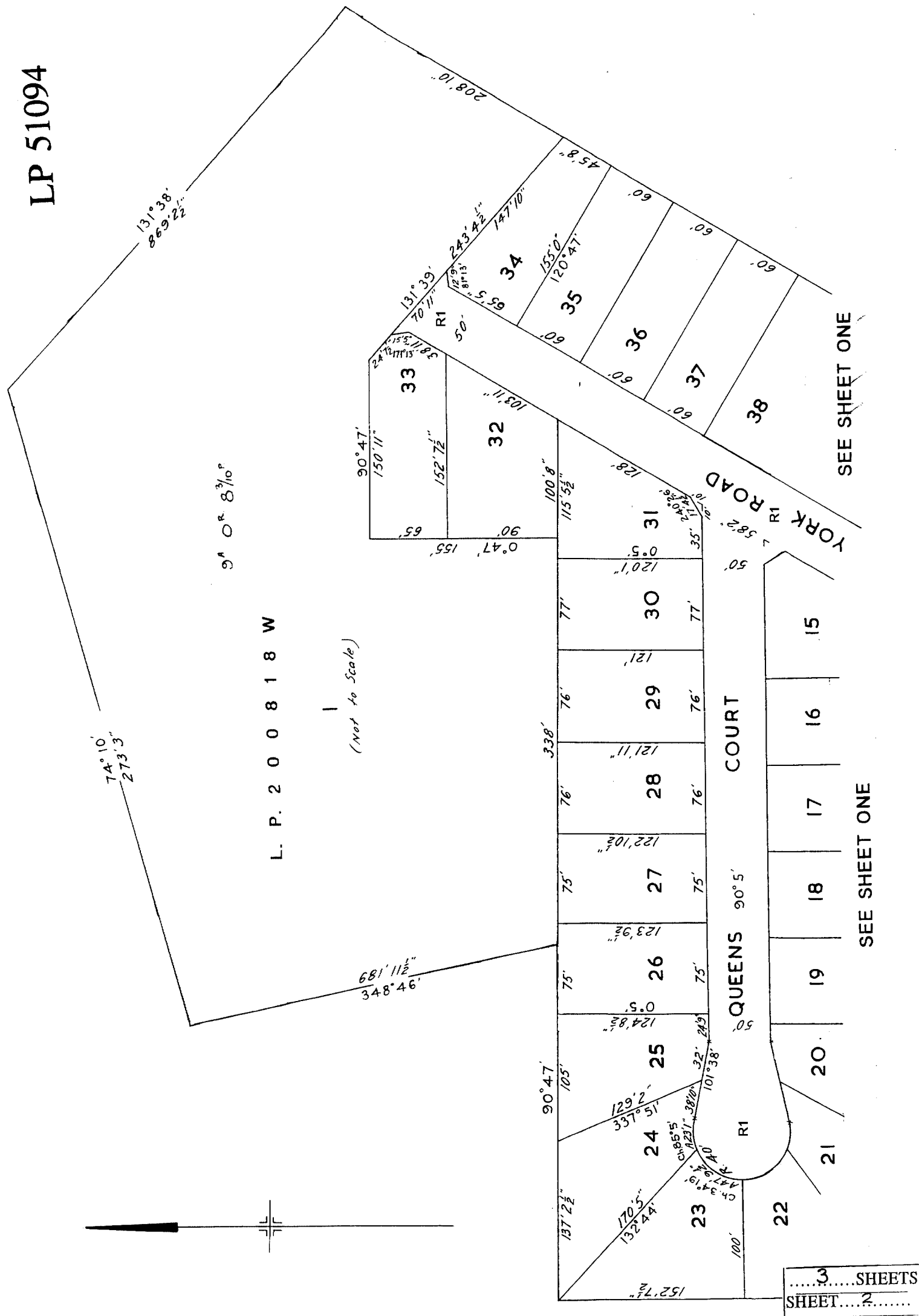
APPROPRIATIONS

THE LAND COLOURED BLUE,  
GREEN AND PURPLE IS  
APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
DRAINAGE & SEWERAGE  
THE LAND COLOURED YELLOW  
AND PURPLE IS APPROPRIATED  
OR SET APART FOR EASEMENTS  
OF ELECTRICITY SUPPLY  
THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
WAY



FOR APPROPRIATIONS, ETC,  
SEE BACK HEREOF

3 SHEETS  
SHEET 1



# Property Clearance Certificate

## Land Tax



SPIN CONVEYANCING

Your Reference:	LD:77454954-012-8.25COOK-I
Certificate No:	92296762
Issue Date:	17 JUL 2025
Enquiries:	ESYSPROD

Land Address:	14 AYR COURT BERWICK VIC 3806
---------------	-------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13778402	1	85895	9516	951	\$0.00

Vendor: DEAN ASHLEY COOK & VICKI ANN PETERSON  
Purchaser: TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DEAN ASHLEY COOK	2025	\$875,000	\$0.00	\$0.00

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

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

Comments:

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$930,000
SITE VALUE (SV):	\$875,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 92296762

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,900.00

Taxable Value = \$875,000

Calculated as \$2,250 plus ( \$875,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,300.00

Taxable Value = \$930,000

Calculated as \$930,000 multiplied by 1.000%.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92296762

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 92296762

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



SPIN CONVEYANCING

Your Reference:	LD:77454954-012-8.25COOK-PET
Certificate No:	92296762
Issue Date:	17 JUL 2025
Enquires:	ESYSPROD

Land Address: 14 AYR COURT BERWICK VIC 3806					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
13778402	1	85895	9516	951	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$930,000
SITE VALUE:	\$875,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92296762

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



SPIN CONVEYANCING

Your	LD:77454954-012-8.25COOK-
Reference:	PETER
Certificate No:	92296762
Issue Date:	17 JUL 2025

Land Address: 14 AYR COURT BERWICK VIC 3806

Lot	Plan	Volume	Folio
1	85895	9516	951

Vendor: DEAN ASHLEY COOK & VICKI ANN PETERSON  
Purchaser: TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00





# Notes to Certificate - Windfall Gains Tax

Certificate No: 92296762

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 92296763</div></div><div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div></div>	<div><div><div>CARD</div><div></div><div>Ref: 92296763</div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div></div>	<div><div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div></div>
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**Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf,  
hearing or speech impaired)TIS: 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

ABN: 43 320 295 742

**Customer Service Centres****Narre Warren**

Bunjil Place, Patrick Northeast Drive

**Cranbourne**

Cranbourne Park Shopping Centre



## LAND INFORMATION CERTIFICATE

### SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C069785  
Your Reference: 25COOK-PETERSON-S14

Issue Date: 17 July 2025

Landata - Rates Web Certificates  
C/- Victorian Land Registry Services Pty Ltd  
L 13 697 Collins St  
DOCKLANDS VIC 3008

<b>Property Number:</b>	17566
<b>Property Address:</b>	14 Ayr Court BERWICK VIC 3806
<b>Property Description:</b>	Lot 1 TP 85895K
<b>Land Area:</b>	869 sqm

<b>Valuation Date</b>	01/07/2025	<b>Effective Date</b>	01/07/2025
<b>Site Value</b>	\$875,000		
<b>Capital Improved Value</b>	\$960,000		
<b>Net Annual Value</b>	\$48,000		

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

Details for financial year ending 30th June 2026

Rate Category		
Current Year's General Rates	2,105.42	
Current Year's Garbage Charge	423.00	
Current Year's ESVF Levy	302.08	
Current Rates Year's Charges - SUB TOTAL		2,830.50
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Arrears		2,313.61
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$5,144.11

**PLEASE NOTE:** In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

**Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf,  
hearing or speech impaired)TIS: 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

ABN: 43 320 295 742

**Customer Service Centres****Narre Warren**

Bunjil Place, Patrick Northeast Drive

**Cranbourne**

Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 16/02/2026.

**PLEASE NOTE:** Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

**PLEASE NOTE:** If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C069785**.

A handwritten signature in black ink, appearing to read 'T. Riches'.

**Trevor Riches**

Team Leader Rates and Valuations

**PLEASE NOTE:**

**Interest continues to accrue at 10% until paid in full.**

**Electronic Payments**Biller Code: **8995**  
Ref: 00175665

Telephone &amp; Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from  
your cheque, savings, debit, credit card or transaction account.More info: [www.bpay.com.au](http://www.bpay.com.au)

Spin Conveyancing  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
LOT 8 14 AYR COURT BERWICK 3806  
8 LP 51094

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54N//16036/6	LANDATA CER 77454954-028-9	16 JULY 2025	49811729

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2025 to 30/09/2025	\$22.45
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2025 to 30/09/2025	\$31.25

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2025 to 30/09/2025	\$21.97
<b>Sewerage Service Charge</b>	01/07/2025 to 30/09/2025	\$100.41
<b>Subtotal Service Charges</b>		<b>\$176.08</b>
<b>Usage Charges*</b>	Billed until 2/5/2025	\$250.69
<b>Arrears</b>		\$172.91
<b>TOTAL UNPAID BALANCE</b>		<b>\$599.68</b>

- The meter at the property was last read on 02/05/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$1.78 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

## 2. Encumbrance Summary

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

Consent has previously been given 672828 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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

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

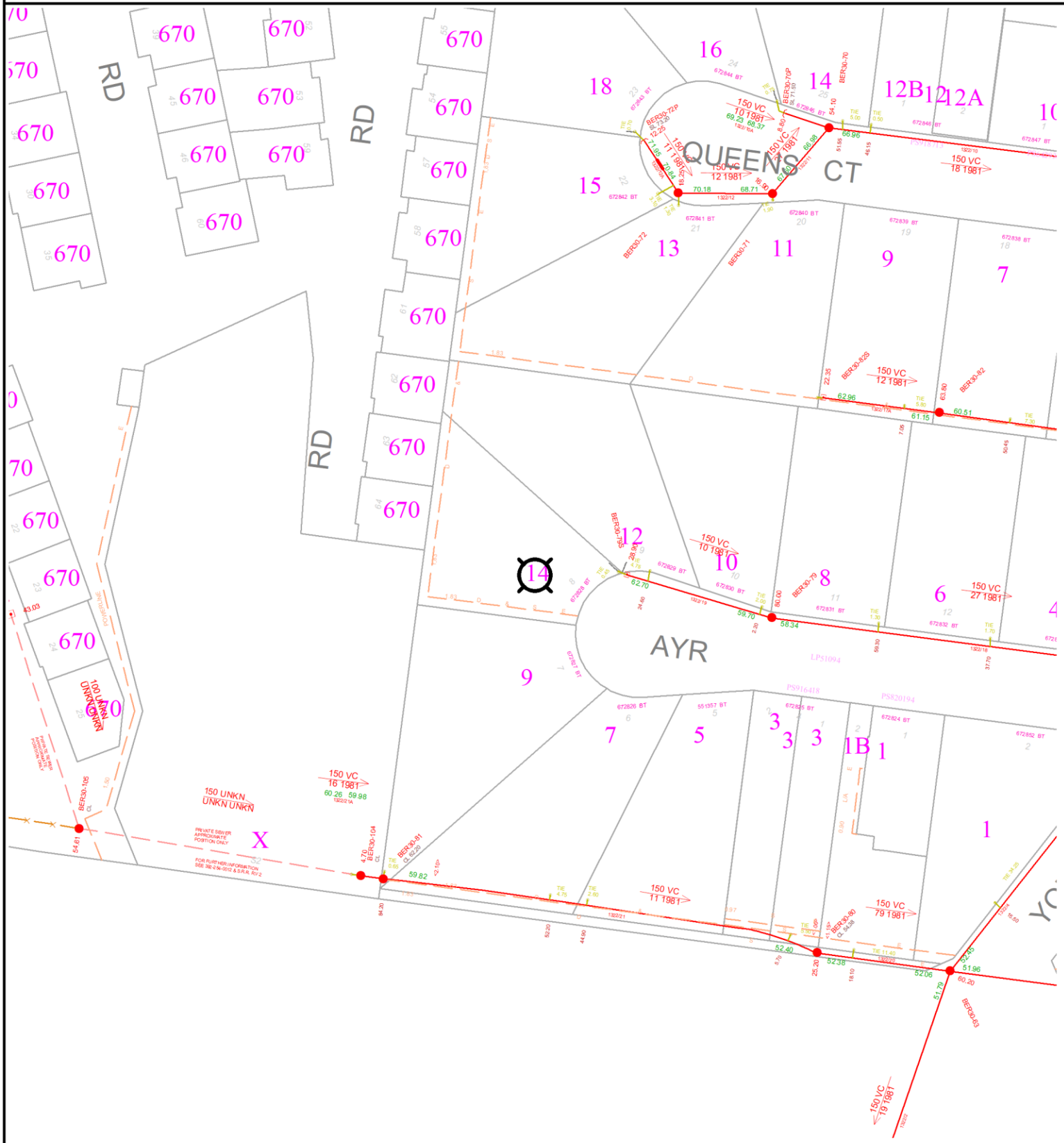
AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

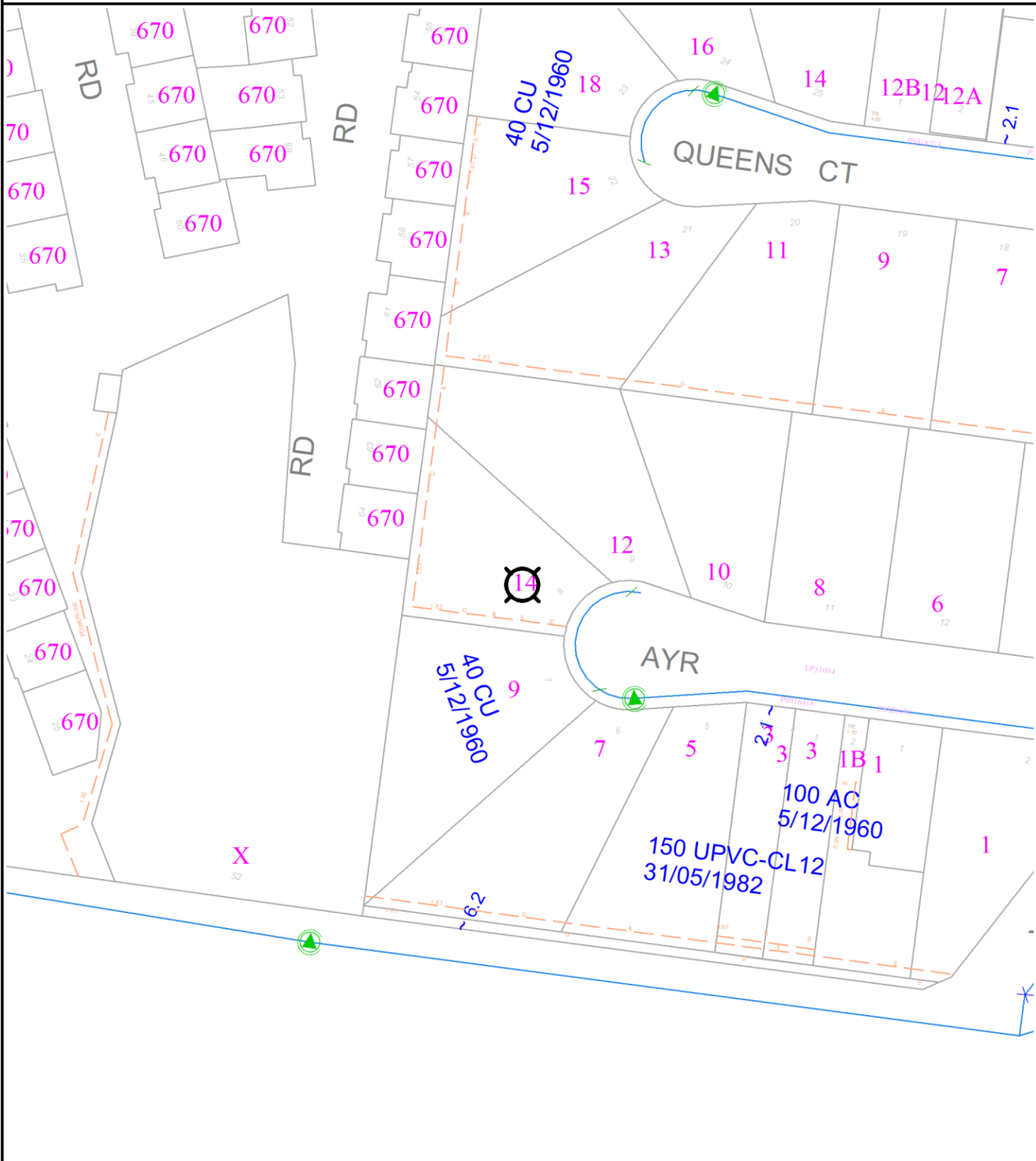
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198





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

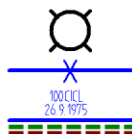
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



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

## LEGEND

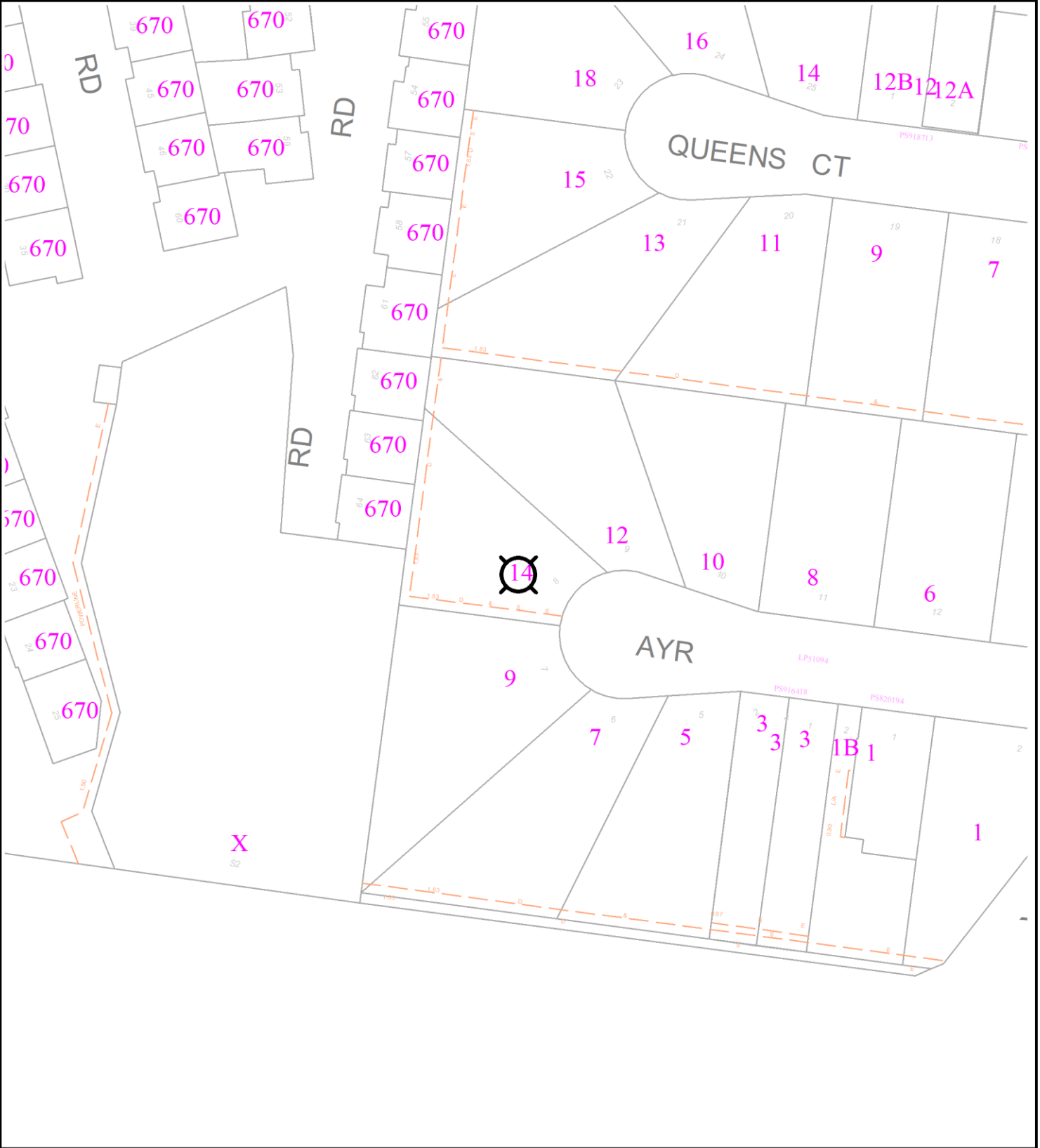
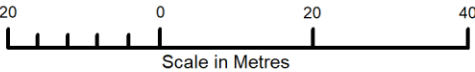
- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



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

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





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

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

06 AUGUST 2020

Mr Beau O'Brien  
E-mail: [beau@uxdgroup.co](mailto:beau@uxdgroup.co)

Dear Customer,

**APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS**

**Property Address: Lot 8 14 AYR COURT BERWICK 3806**

**Development Type: Residential**

**Structure Type: Pergola/Verandah, Gazebo, Decking, Retaining wall**

**Our Reference: Case: 36872440      PSP: 00672828**

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. This permit is valid for the plan submitted for assessment as referenced above.

Should there be any amendments to the approved plan, this consent may be withdrawn or additional conditions imposed.

The location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits.

All works must be in accordance with the requirements of South East Water's Customer Buildover Guide which may be obtained at [www.southeastwater.com.au](http://www.southeastwater.com.au), and is enforceable under Sections 145 and 148 of the Water Act 1989. Please note, works must also comply with the Occupational Health and Safety Regulations 2017 (OHS Regulations 2017).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely



Paul Galvin  
**MANAGER PROPERTY DEVELOPMENT**

## **TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS**

**PROPERTY ADDRESS Lot 8 14 AYR COURT BERWICK 3806**

**APPROVAL DATE 6 August 2020**

**Our Reference: 36872440 PSP: 00672828**

**The owner shall make themselves aware of the terms and conditions of this consent.**

**These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved plan showing Pergola/Verandah, Gazebo, Decking, Retaining wall and South East Waters endorsement.**

Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, where required to ensure that no additional load will be placed on the sewer by the structure/works. The exact location of assets should be confirmed out on site prior to the commencement of any work/construction to ensure minimum clearances are met.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

**The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.**

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

**Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.**

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Act 1989.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 26 June 2025 10:44 PM

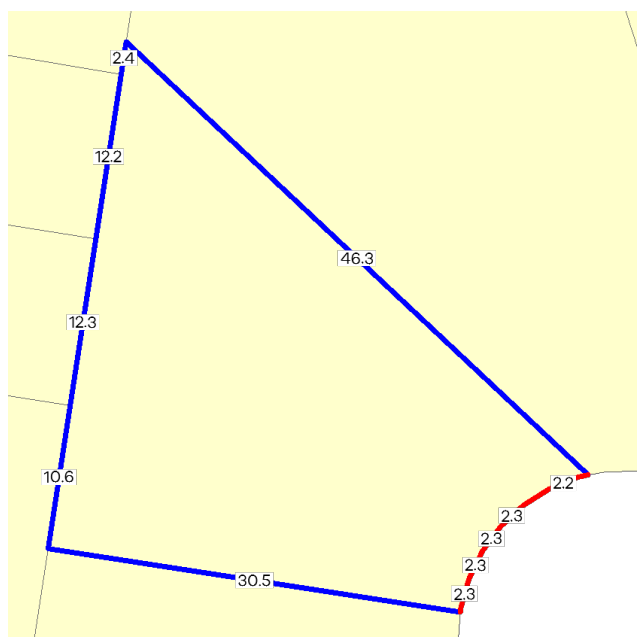
## PROPERTY DETAILS

Address: **14 AYR COURT BERWICK 3806**  
 Lot and Plan Number: **Lot 1 TP85895**  
 Standard Parcel Identifier (SPI): **1\TP85895**  
 Local Government Area (Council): **CASEY**  
 Council Property Number: **17566**  
 Directory Reference: **Melway 111 B7**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 869 sq. m

**Perimeter:** 129 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.

3 overlapping dimension labels are not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **BERWICK**

## 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.

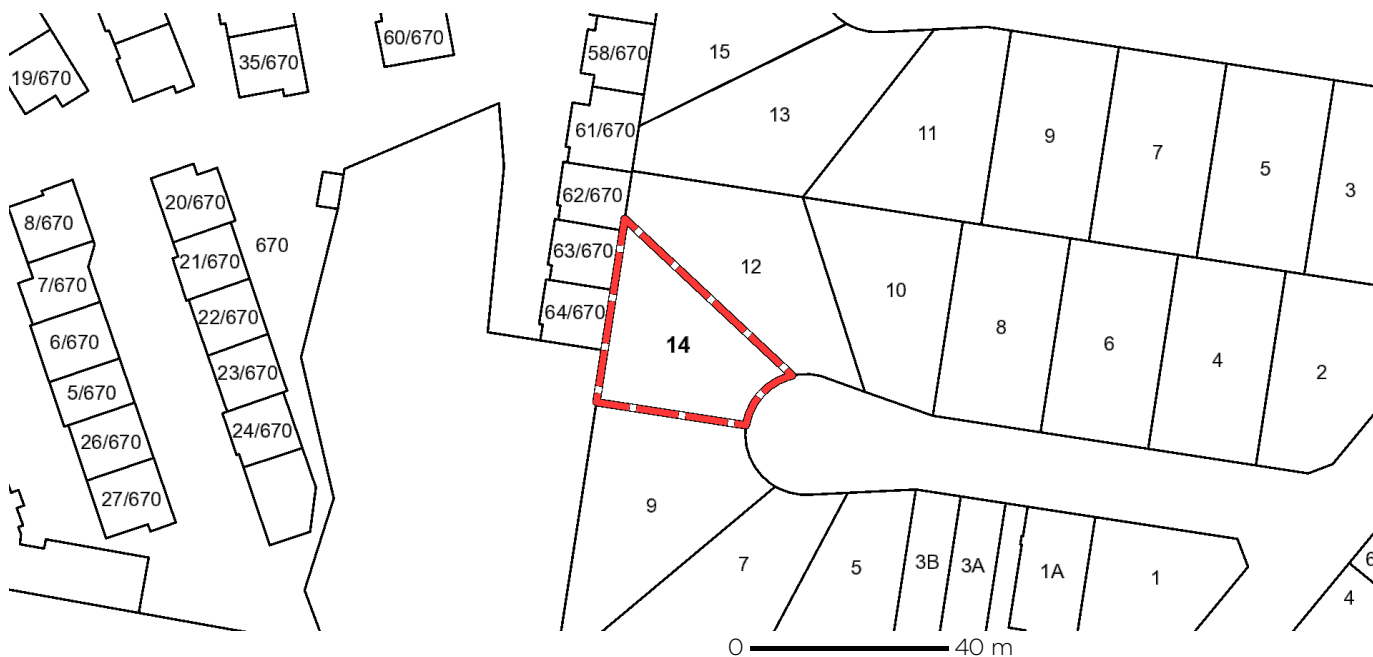
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



Selected Property

# PLANNING PROPERTY REPORT



State  
Government

Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 June 2025 10:44 PM

## PROPERTY DETAILS

Address: **14 AYR COURT BERWICK 3806**  
Lot and Plan Number: **Lot 1 TP85895**  
Standard Parcel Identifier (SPI): **1\TP85895**  
Local Government Area (Council): **CASEY**  
Council Property Number: **17566**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 111 B7**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

[Planning Scheme - Casey](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **BERWICK**

## OTHER

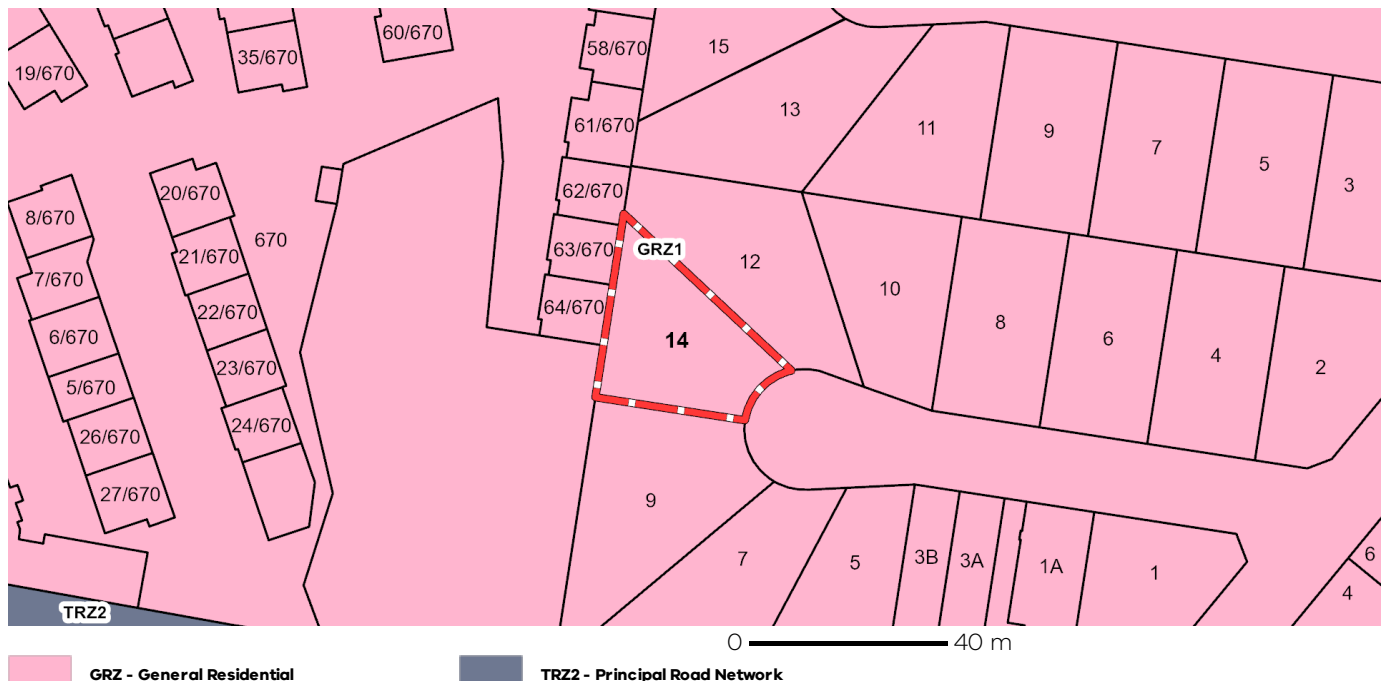
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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.delwp.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 .

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.maps.vic.gov.au/vicplan>

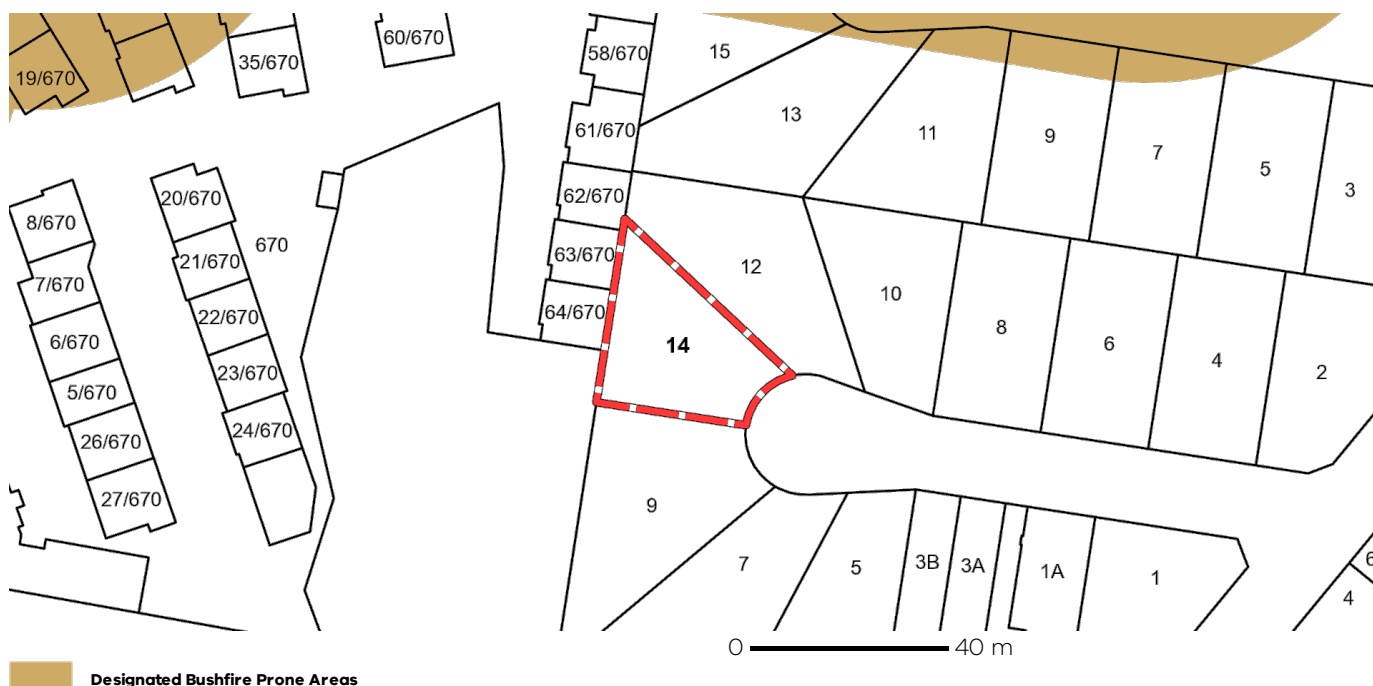
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://naturekit.environment.vic.gov.au/)