

MELBOURNE CONVEYANCING

Important notice to interested purchasers

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Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 3 Ambleside Crescent 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 the 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 / / 20.....

Print name of person signing:

State nature of authority if applicable (e.g., 'director', 'attorney under power of attorney')

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

SIGNED BY THE VENDOR on / / 20.....

Print name of person signing **JUAN YING HSUEH and DARREN BERNARD FURLONG**

State nature of authority if applicable (e.g., 'director', 'attorney under power of attorney')

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

Montclair Property Melbourne

Tel: /0411 342 922 Fax:

Ref: Mo Sarwari

Email: mo@montclairproperty

VENDOR

JUAN YING HSUEH and DARREN BERNARD FURLONG

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Melbourne Conveyancing Pty Ltd

of 57 Theodore Street, ST ALBANS 3021

Tel: 03 9364 6111

Fax: 03 9923 6095

Ref: KH-24/4882

Email: info@melbourne-conveyancing.com.au

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

LAND (general conditions 3 & 9)

The Land is:

Described in the table below

Certificate of Title Reference	Being Lot	On plan
09175/924	183	TP TP627781J

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

3 Ambleside Crescent BERWICK VIC 3806

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

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

PAYMENT (general condition 11)

Price

Deposit

by

(of which \$

has been paid)

Balance

\$

payable at settlement

GST (general condition 13)

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

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

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

GST WITHHOLDING NOTICE

Purchaser must make a GST withholding payment

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.

**Subject to Lease
(Monthly)**

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

SPECIAL CONDITIONS

1. In the event of any inconsistency between the Special Conditions and the General Conditions specified herein, the Special Conditions of this Contract shall prevail to the extent necessary to resolve such inconsistency.

2. **ACCEPTANCE OF TITLE**

General Condition 14.3 (d) 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.

3. **AUCTION CLAUSE**

3.1 If the property is offered for sale by Public Auction, it is subject to the vendor's reserve price.

3.2 The Rules and Information Sheet for the conduct of the auction shall be as set out in the **Schedules of the Sale of Land (Public Auctions) Regulations 2014** or any rules prescribed by regulation which modify or replace those Rules.

4. **PLANNING**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land, including but not limited to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.

5. **NO REPRESENTATIONS**

5.1 The purchaser acknowledges that the Contract of Sale constitutes the whole of the agreement made between the vendor and the purchaser.

5.2 It is hereby agreed between the parties hereto that there are no conditions, obligations, representations, warranties (except those contained herein) or other terms affecting this sale other than those contained herein.

5.3 The purchaser shall not be entitled to rely on any representations made by the vendor or the vendor's agent or representative unless they are set out in the Contract of Sale.

5.4 The purchaser agrees that the purchaser has made its own independent enquiries on all matters and does not rely on anything stated by or on behalf of the vendor.

6. **DEPOSIT**

6.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

6.2 In the event the purchaser fails to pay the full deposit on the due date, this Contract of Sale is voidable at the option of the Vendor.

7. **FIRB APPROVAL**

7.1 The purchaser warrants that the provisions of the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** do not require the purchaser to obtain consent to enter this Contract of Sale.

7.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not), the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

7.3 This warranty and indemnity do not merge on completion of this contract.

8. **ACKNOWLEDGEMENT OF STATEMENT BY PURCHASER**

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of this contract or any preliminary contract or contract note or payment of any deposit or other money a statement in writing as required by section 32(1) of the **Sale of Land Act 1962**.

9. **INSPECTION OF PROPERTY**

The purchaser acknowledges that the purchaser has inspected the property and chattels in their present condition and state of repair and with any defects existing at the date thereof. The purchaser agrees that the vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

10. **NOMINATION**

10.1 If the Contract of Sale states that the property is sold to a named purchaser "and/or nominee", the named purchaser must at least **fourteen (14) days** prior to the settlement date, nominate an additional or substitute purchaser, however the named purchaser remains personally liable for the due performance of all the purchasers' obligations under this Contract of Sale.

10.2 If the nominated purchaser is a company or corporation, then the named purchaser shall deliver the guarantee prepared by the Vendor's lawyer, signed by all the directors of the said company or corporation to the vendor's representative at least seven

(7) days prior to the settlement date.

- 10.3 The purchaser will not be entitled to exercise its rights under General Condition 4 without the consent of the Vendor. The Purchaser must make a payment of \$220.00 (inclusive of GST) to the Vendor's conveyancer/solicitors representing the cost of amending any required Duties Form and to liaise with the nominee's conveyancer/solicitor(s) due to such nomination.

11. DEFAULT COSTS CHARGES & EXPENSES

- 11.1 The purchaser must pay all costs, charges and expenses incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.
- 11.2 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:
- (a) the amount of \$1,100.00 (inclusive of GST) to the vendor's representative being the costs of each default;
 - (b) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
 - (c) legal costs and expenses as between the vendor's representative and the vendor;
 - (d) accommodation expenses necessarily incurred by the vendor;
 - (e) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties);
 - (f) The purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the Vendor's representative in the amount of \$250.00 including GST.
 - (g) a fee for rescheduling settlement from the due date to such alternative date thereafter set at \$250.00 including GST for each and every rescheduled settlement date;
 - (h) any income lost to the vendor by the property being vacant;
 - (i) any land tax assessed, charged and levied on the vendor in respect of the Property after the Contract Settlement Date;
 - (j) any commission or other expenses claimed by the vendor's estate agent or other agents representing the vendor relating to sale of the property; and
 - (k) The exercise of the vendor's rights above shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

12. DELIVERY OF TRANSFER

- 12.1 If it is a paper settlement, the instrument of transfer referred to in General Condition 10 shall be delivered by the purchaser to the vendor no less than **fourteen (14) days** before the Settlement Date. The vendor shall not be obliged to complete this Contract of Sale until the expiration of fourteen (14) days from the receipt of the Instrument of Transfer.
- 12.2 The purchaser will be deemed to have defaulted under this Contract of Sale, where the instrument of transfer is not delivered in accordance with this Special Condition.
- 12.3 An administration fee of \$220.00 including GST will apply if such default occurs.

13. MERGER

The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

14. VENDORS ASSISTANCE AFTER SETTLEMENT

All costs incurred by the vendor's legal practitioner on a solicitor and client basis, to assist the purchaser to rectify, attend or assist in registration of the land and the transfer of goods into the purchaser's name after settlement, will be recoverable from the Purchaser in addition to the price.

15. SWIMMING POOL/SPA

- 15.1 In the event that the property includes a swimming pool/spa, the purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018 and/or any legislative instruments from time to time.
- 15.2 The purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current

building regulations and the purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the purchaser require the vendor to comply with any notice issued by any authority nor seek any compensation from the vendor for any non-compliance.

16. NOTICES AND ORDERS

- 16.1 Subsequent to the date of this contract, the purchaser shall be responsible for complying with any notices, orders or other like requirements issued or served by any government or semi-government instrumentality.
- 16.2 The purchaser will indemnify and keep indemnified against all claims, demands, proceeding, judgments, damages, costs and losses of any nature which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceeding howsoever arising, made or incurred on or subsequent to settlement or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.
- 16.3 If there is more than one purchaser, then the purchaser(s)'s obligations under this Special Condition bind every purchaser jointly and severally.

17. EARLY POSSESSION BY PURCHASER

- 17.1 If the vendor allows the purchaser to take early possession of the property prior to the Settlement Date, then the purchaser shall execute a Licence Agreement as prepared by the vendor's representative, and, prior to taking possession, pay the amount of \$330.00 including GST to the vendor's representative for the costs associated with the preparation of said Licence.
- 17.2 The purchaser agrees to provide copies of all updated certificates obtained by them to complete any adjustments to the vendor's Representative. The vendor will not be obliged to provide cheque details until this condition has been complied with.

18. ADJUSTMENTS

General Condition 23.3 is deleted and replaced with the following:

- 18.1 The purchaser must provide copies of all certificates and other information used to calculate the adjustments and deliver the Statement of Adjustments to the vendor's lawyer at least three (3) business days prior to the settlement date and any failure to do so will cause the purchaser to pay an administration fee of \$150.00 including GST for the delay in receiving the Statement of Adjustments.
- 18.2 If the purchaser does not comply with Special Condition 18.1, the vendor is not obliged to settle this Contract of Sale until five (5) business days after the due date on which the purchaser delivers the Statement of Adjustments to the vendor.
- 18.3 The purchaser must also pay the default interest under Special Condition 23 calculated from the Settlement Date due under the Contract of Sale to and including the date that settlement actually occurs.
- 18.4 If any supplementary rates or Outgoings are assessed, levied or charged against the Property in or after the rating year in which Settlement is completed, the Purchaser is solely responsible and liable for the payment of that supplementary amount.

19. PEXA

Settlement shall take place on Property Exchange Australia ("PEXA"). If settlement cannot take place on PEXA due to the Purchaser's requirement, the purchaser shall pay an administration and attendance fee to the Vendor's representative in the amount of \$330.00 including GST.

20. REQUEST FOR EXTENSION TO OBTAIN FINANCE BY PURCHASER

- 20.1 In the event the purchaser requests from the vendor an extension to obtain finance, the purchaser shall pay to the vendor's representative the amount of \$110.00 including GST, and a further \$110.00 including GST for every subsequent request thereafter, if applicable. This amount will be adjusted against the Purchaser in the Statement of Adjustments.
- 20.2 The payment mentioned in Special Condition 20.1 above is only payable if the vendor agrees to the purchaser's request for extension.

21. CHANGE IN SETTLEMENT DATE

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220 at the settlement for each request.

22. STAMP DUTY AND MULTIPLE PURCHASERS

- 22.1 In the event there is more than one purchaser, it is the purchaser(s)'s responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("**the proportions**").
- 22.2 If the proportions recorded in the transfer of land differ from those recorded in the Contract of Sale, it is the purchaser(s)'s responsibility to pay any additional duty which may be assessed as a result of such variation.
- 22.3 The purchaser(s) fully indemnifies the vendor, the vendor's agent and representative against any claims or demands which may be made against any or of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those in the Contract of Sale.

23. INTEREST ON DEFAULT

The penalty interest rate shall be 6% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.

24. BUILDING WARRANTY AND CONDITION

- 24.1 The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of building permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.
- 24.2 Without limiting the generality of this special condition the vendor gives no warranty that the improvements erected on the land or any alterations or additions to the improvements comply with any statutes and/or building regulations or the requirements of any authority.
- 24.3 The purchaser:
- (a) accepts the property:
 - (i) with all existing and future planning, environmental and building controls and approvals;
 - (ii) in its present condition with all defects and non-compliance with any of those controls or approvals;
 - (iii) is identical with the land described in the particulars of sale;
 - (iv) subject to all existing water, sewerage, drainage and plumbing services and connections (if any) in respect of the property;
 - (b) acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and
 - (c) waives any right it might otherwise have to make any requisition, action or institute proceedings, claim compensation, exercise rescission of contract, or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.
- 24.4 No representation about environmental matters.
- The Vendor does not make any representation and does not provide any warranty in relation to:
- (a) the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Property, Site or Building or any improvements on any of them;
 - (b) the Environmental condition of the Property, Site or Building; and
 - (c) the requirements of any Authority in relation to the use, presence removal, storage, disposal or escape of any Contaminant on or from the Property, Site or Building or any improvements on any of them.
- 24.5 Purchaser's acknowledgments
- The Purchaser acknowledges and accepts that:
- (a) the physical condition of the Site, including the soil, ground water and subsurface, or any Contamination of them, may render the Site or any improvements on it unsuitable or unfit for any use or development; and
 - (b) the owner or the occupier of the Site may be required to comply with the requirements of any Authority in relation to the use, presence removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on it;
 - (c) on and from Settlement, to the full extent permitted by any law, the Vendor is not liable to the Purchaser for:
 - (i) any Claim for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site;
 - (ii) any requirement imposed by any Authority or under any law for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site; and
 - (iii) any other thing that is contemplated under this special condition.

25. WHOLE AGREEMENT

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 the Contract of Sale and:

- (a) in entering into this contract, the purchaser is relying entirely upon its own enquiries;
- (b) this special condition operates for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors.

26. GST WITHHOLDING NOTICE TO THE PURCHASER

The vendor has complied with the requirements to provide a GST Withholding Notice to the purchaser in accordance with Section 14-255 of Schedule 1 to the **Taxation Administration Act 1953** if one of the following box is marked.

- ☐ The purchaser is not required to withhold GST at settlement as the Property is:
 - An existing residential premises or commercial residential premises;
 - The vendor is not registered and is not required to be registered for GST;
 - The Premises were created by substantial renovation;
 - The Land includes a building used for commercial purposes.
- ☐ The purchaser is required to withhold GST at settlement as the Property is:
 - A new residential premise; or
 - A potential residential land included on a property subdivision plan.
 - The Amount to be Withheld: \$_____.

27. PURCHASER ADMITS IDENTITY OF LAND

The purchaser admits that the land as offered for sale and inspected by him or her is identical with that described in the title particulars given above. The purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the costs of doing so.

28. SERVICES

- 28.1 The purchaser acknowledges that the property is sold and the purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services, and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:
- (a) The nature, location availability or non-availability of any such installations, services and utilities;
 - (b) If any such service is a joint service with any other land or building;
 - (c) If any such service for any other property or building or any parts or connections therefore pass through the property;
 - (d) If any sewer or water main or connection passes through in or over the property;
 - (e) If there is a man-hole or vent on the property; or
 - (f) If because of or arising out of any such installations, services and utilities, the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.
- 28.2 The purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service her or she may require. Unless the purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

29. INDEMNITY BY PURCHASER

The purchaser shall indemnify and save harmless and keep indemnified the vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings however arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring thereon or by which the purchaser may become liable in any way unless the same and to the extent that the same be caused or contributed to by the vendor.

30. RESIDENCY IN AUSTRALIA

- 30.1 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 of Sale, 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.
- 30.2 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 warranty when entering into this contract including any consequential loss.

31. INTERPRETATION

In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

32. LAND TAX

General Condition 23 is amended to exclude the adjustment of land tax. Land tax liability assessed against the subject property will not be adjusted at settlement and the vendor will pay the land tax of the current calendar year in full at settlement.

33. OWNERS CORPORATE CERTIFICATES

If the contract has Owners Corporate Certificates to be provided, the Purchasers must acknowledge this and is not agreeable to rescind, object to requestion, make a claim, or terminate the contract based on this condition. The Owners Corporate Certificates will be provided in a timely manner and made available to the Purchaser and the Purchaser's representative as soon as it is issued.

34. RESALE DEED

Should this contract be the sale of a vacant land purchased from a developer, the Vendor and the Purchaser both acknowledge and agree on the following terms:

- 35.1 The Vendor must obtain the developer's prior written consent to the intended or actual sale or transfer of the property and attach, to this contract, or provide the Purchaser with that document no later than ten (10) days before settlement.
- 35.2 The Purchaser acknowledges that the Vendor is in the process of obtaining the written consent from the developer to this sale or a prior written consent has been given to the Vendor by the developer to permit this intended, or actual, sale or transfer of the property and attached to this contract.
- 35.3 The Purchaser agrees to pay any costs associated with the preparation of the resale deed by way of adjustment at settlement.
- 35.4 The Purchaser acknowledges and agrees to sign any resale deed given to, or to be provided, by the Vendor and the developer no later than seven (7) days before settlement.
- 35.5 The Purchaser agrees to keep the Vendor indemnified against all claims incurred by the Vendor and arising in respect of the failure by the Purchaser to comply with special condition 35.

ONLY APPLICABLE TO AUCTION
Sale of Land (Public Auctions) Regulations 2014
S.R. No. 73/2014

SCHEDULE 1

Regulations 5, 6 and 7

Sch. 2

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land.
OR
*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

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

Sch. 3

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.

Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this auction.

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

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

Sch. 5

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 the auctioneer 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 the auctioneer 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 of the following—

- 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 the auctioneer 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 they 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.

Sch. 5

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 under the title "Victorian Law Today".

CONTRACT OF SALE — GENERAL CONDITIONS

CONTRACT SIGNING

1. Electronic signature

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

2. Liability of signatory

Any signatory for a propriety 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 propriety limited company purchaser.

3. Guarantee

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

4. Nominee

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

TITLE

5. Encumbrances

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

6. Vendor warranties

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in August, 2019.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

7. Identity of the land

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

8. Services

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

9. Consents

The vendor must obtain any necessary consent or licence required for the 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.

10. Transfer & duty

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

11. Release of security interest

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

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that, at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 11 unless the context requires otherwise.

12. Builder warranty insurance

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

13. General law land

- 13.1 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 13.2 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.
- 13.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.4 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.
- 13.5 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.
- 13.6 If the contract ends in accordance with general condition 13.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.7 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**.

MONEY

14. Deposit

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred, the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred, the intended recipient must be provided with the relevant transaction number or reference details.

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

15. Deposit bond

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition, 'deposit bond' means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may, at least 45 days before a current deposit bond expires, deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. Bank guarantee

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition,

(a) 'bank guarantee' means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) 'bank' means an authorised deposit-taking institution under the **Banking Act 1959 (Cth)**.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5. The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6. The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7. Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 16.6.
- 16.8. This general condition is subject to general condition 14.2 [deposit].

17. Settlement

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

18. Electronic Settlement

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law.
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ('workspace') as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not, of itself, a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 18.5. This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5, 'the transaction' means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 p.m., or 6.00 p.m. if the nominated time for settlement is after 4.00 p.m.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must, before settlement:
- (a) deliver any keys, security devices, and codes ('keys') to the estate agent named in the contract.
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items, and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

20. Loan

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

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

21. Building report

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22. Pest report

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

23. Adjustments

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

24. Foreign resident capital gains withholding

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less

than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST withholding

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

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

TRANSACTIONAL

26. Time & co-operation

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. Service

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. Notices

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. Inspection

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

30. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. Loss or damage before settlement

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

32. Breach

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

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

DEFAULT

33. Interest

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

34. Default notice

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

35. Default not remedied

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

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.....)	

SECTION 32

STATEMENT

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

Vendor:	JUAN YING HSUEH and DARREN BERNARD FURLONG
----------------	--

Property:	3 Ambleside Crescent, BERWICK VIC 3806
------------------	--

VENDORS REPRESENTATIVE

Melbourne Conveyancing Pty Ltd

57 Theodore Street
ST ALBANS VIC 3021

Tel: 03 9364 6111

Fax: 03 9923 6095

Email: info@melbourne-conveyancing.com.au

Ref: KH-24/4882

SECTION 32 STATEMENT
3 AMBLESIDE CRESCENT BERWICK VIC 3806

32A FINANCIAL MATTERS

32A (a) 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 as follows:

Their total does not exceed \$ 10.000.

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

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

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

No such Insurance has been affected to the Vendors knowledge.

32C LAND USE

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT
3 AMBLESIDE CRESCENT BERWICK VIC 3806

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Case City Council Planning Scheme
Responsible Authority: Case City Council
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached certificate

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are: None to the Vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

SECTION 32 STATEMENT
3 AMBLESIDE CRESCENT BERWICK VIC 3806

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

- (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.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
3 AMBLESIDE CRESCENT BERWICK VIC 3806

DATE OF THIS STATEMENT

	/		/	20	
--	---	--	---	----	--

Name of the Vendor

JUAN YING HSUEH and DARREN BERNARD FURLONG

Signature/s of the Vendor

✕

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

✕

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32 (a)

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

Terms contracts – S32A (d)

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

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

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VOLUME 09175 FOLIO 924

Security no : 124115446246D
Produced 31/05/2024 02:30 PM

LAND DESCRIPTION

Lot 183 on Plan of Subdivision 111397.
PARENT TITLE Volume 09112 Folio 487
Created by instrument LP111397 30/11/1976

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 19 of a total of 20 equal undivided shares
Sole Proprietor
YING-HSUEH JUAN of 3 AMBLESIDE CRESCENT BERWICK VIC 3806
As to 1 of a total of 20 equal undivided shares
Sole Proprietor
DARREN BERNARD MARIE FURLONG of 3 AMBLESIDE CRESCENT BERWICK VIC 3806
AW730535Y 14/04/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW730536W 14/04/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE TP627781J 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: 3 AMBLESIDE CRESCENT BERWICK VIC 3806

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 14/04/2023

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP111397
Number of Pages (excluding this cover sheet)	1
Document Assembled	31/05/2024 14:30

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

PLAN OF SUBDIVISION OF PART OF CROWN SECTION 19

PARISH OF BERWICK

COUNTY OF MORNINGTON

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

V. 9112 F. 487

LP111397

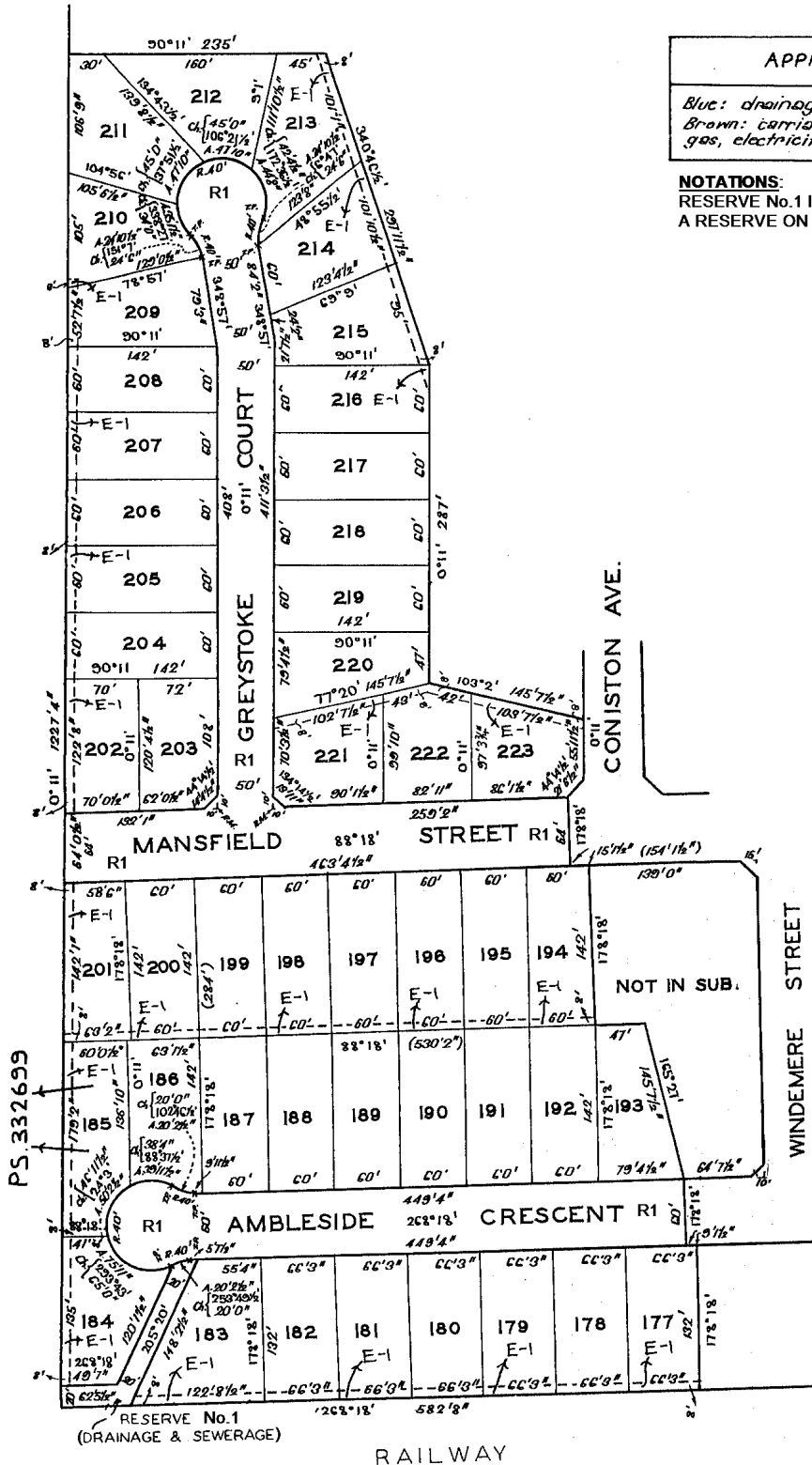
EDITION 1

PARISH TOWNSHIP CHART 4

APPROVED 19/8/76

COLOUR CONVERSION

BLUE = E-1
BROWN = R1



APPROPRIATIONS

Blue: drainage & sewerage
Brown: carriage way, drainage, sewerage, water,
gas, electricity & telephone

NOTATIONS:

RESERVE No.1 IS ALSO SHOWN
A RESERVE ON LP 111396

PS 332699

22/8/76

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP627781J
Number of Pages (excluding this cover sheet)	1
Document Assembled	31/05/2024 14:30

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TITLE PLAN		EDITION 1		TP 627781J	
Location of Land Parish: BERWICK Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP111397 Derived From: VOL 9175 FOL 924 Depth Limitation: NIL			Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN		
Description of Land / Easement Information ENCUMBRANCES REFERRED TO As to the land coloured green THE EASEMENTS (if any) existing over the same by virtue of Section 98 of the Transfer of Land Act THE EASEMENT to the SHIRE OF BERWICK created by Instrument B.564343 --			THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 14-09-2000 VERIFIED: PC		
COLOUR CODE G = GREEN					
<p style="text-align: center; font-weight: bold; margin-top: 10px;">DRAINAGE & SEWERAGE RESERVE</p> <p style="text-align: center; font-weight: bold; margin-top: 10px;">RAILWAY</p>					
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets	



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HA THI MINH HUYNH
57 THEODORE STREET
ST ALBANS 3021

Client Reference: 3 Ambleside Cres Berwick, VIC 3806

NO PROPOSALS. As at the 31th May 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 AMBLESIDE CRESCENT, BERWICK 3806
CITY OF CASEY

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

Date of issue: 31th May 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73032158 - 73032158140842 '3 Ambleside Cres Berwick, VIC 3806'

Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 3 AMBLESIDE CRESCENT

SUBURB: BERWICK

MUNICIPALITY: CASEY

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 111 Reference A8

DATE OF SEARCH: 31st May 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 73032158 - 73032158140842 '3
Ambleside Cres Berwick, VIC 3806'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1037392

APPLICANT'S NAME & ADDRESS

HA THI MINH HUYNH C/- LANDATA
MELBOURNE

VENDOR

JUAN, YING-HSUEH

PURCHASER

FURLONG, DARREN BERNARD

REFERENCE

3 AMBLESIDE CRESCENT BERWICK

This certificate is issued for:

LOT 183 PLAN LP111397 ALSO KNOWN AS 3 AMBLESIDE CRESCENT BERWICK
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a SPECIAL BUILDING OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/casey>)

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

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

04 June 2024

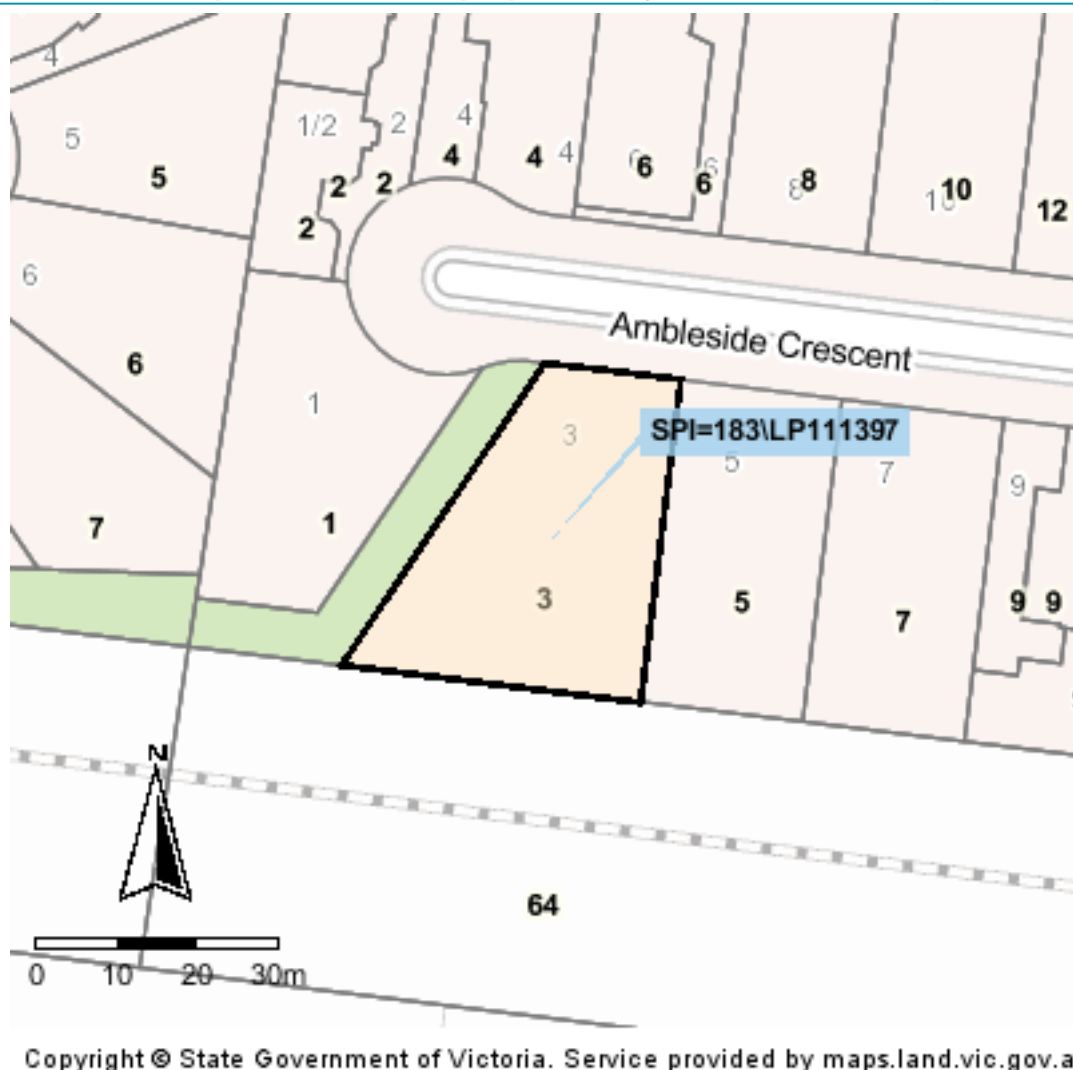
Sonya Kilkeny
Minister for Planning

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

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/C057252

Issue Date: 03 June 2024

Your Reference: 3 Ambleside Cres Berwick, VIC 3806

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

Property Number:	17428
Property Address:	3 Ambleside Crescent BERWICK VIC 3806
Property Description:	Lot 183 LP 111397
Land Area:	1115 sqm

Valuation Date	01/07/2023	Effective Date	01/07/2023
Site Value	\$775,000		
Capital Improved Value	\$775,000		
Net Annual Value	\$38,750		

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 2024

Rate Category		
Current Year's General Rates	1,666.41	
Current Year's Garbage Charge	426.00	
Current Year's Fire Service Levy	160.65	
Current Rates Year's Charges - SUB TOTAL		2,253.06
Payments received	-2,254.00	
Current Rates Year Adjust\Payments - SUB TOTAL		-2,254.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$-0.94

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 15/02/2024.

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/C057252**.

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 10.0% on any overdue balances until paid in full.

This property has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Electronic PaymentsBillers Code: **8995**
Ref: 00174288

Telephone & 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

HA THI MINH HUYNH
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 183 3 AMBLESIDE CRESCENT
BERWICK 3806
183 LP 111397

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54M//16021/23	LANDATA CER 73074180-029-3	04 JUNE 2024	46791453

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2024 to 30/06/2024	\$21.21
Melbourne Water Corporation Total Service Charges	01/04/2024 to 30/06/2024	\$29.54

(b) By South East Water

Water Service Charge	01/04/2024 to 30/06/2024	\$21.48
Sewerage Service Charge	01/04/2024 to 30/06/2024	\$94.37
Subtotal Service Charges		<u>\$166.60</u>
Payments		\$166.60
TOTAL UNPAID BALANCE		\$0.00

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 35.4 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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.

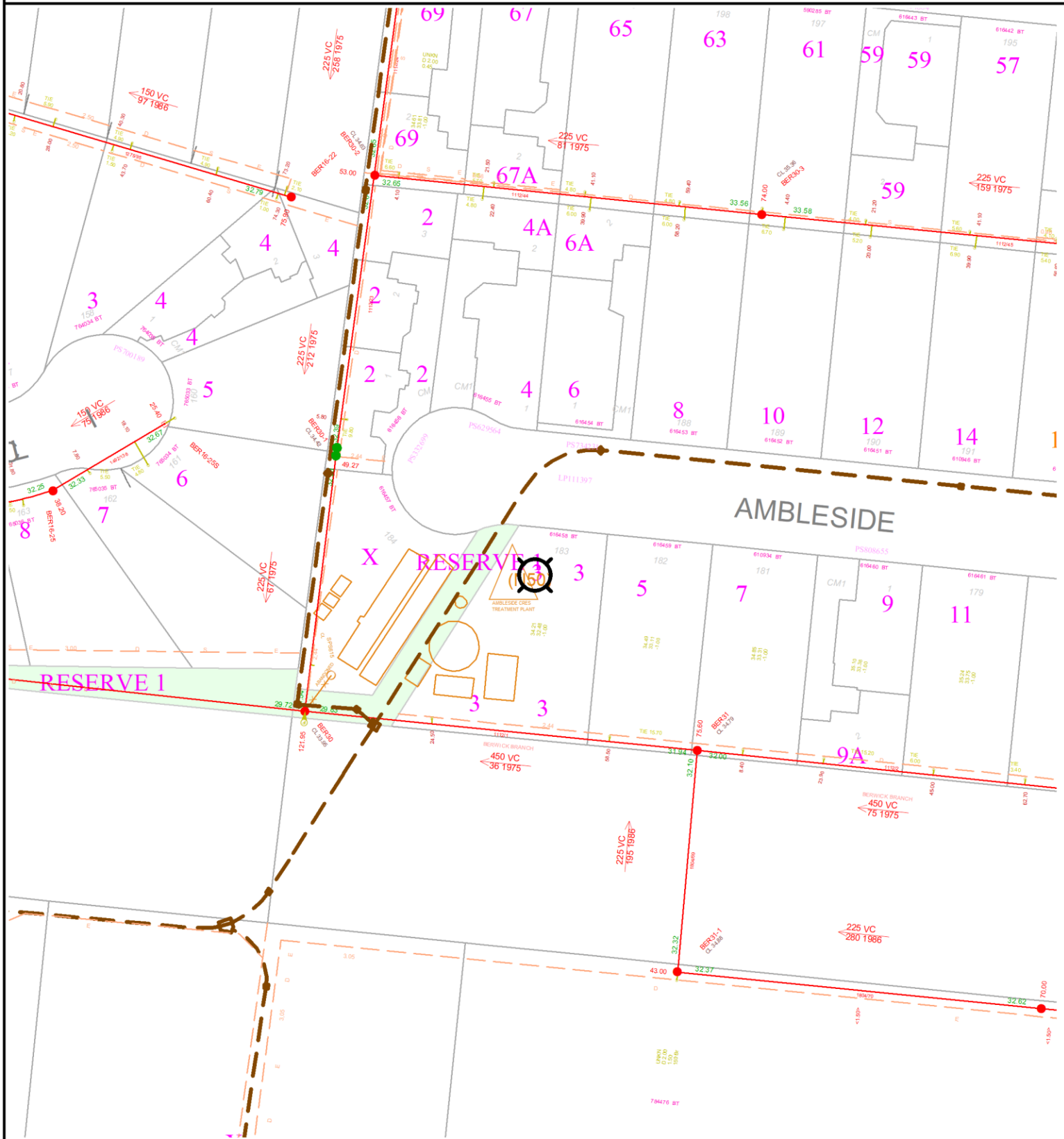
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

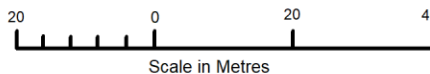
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

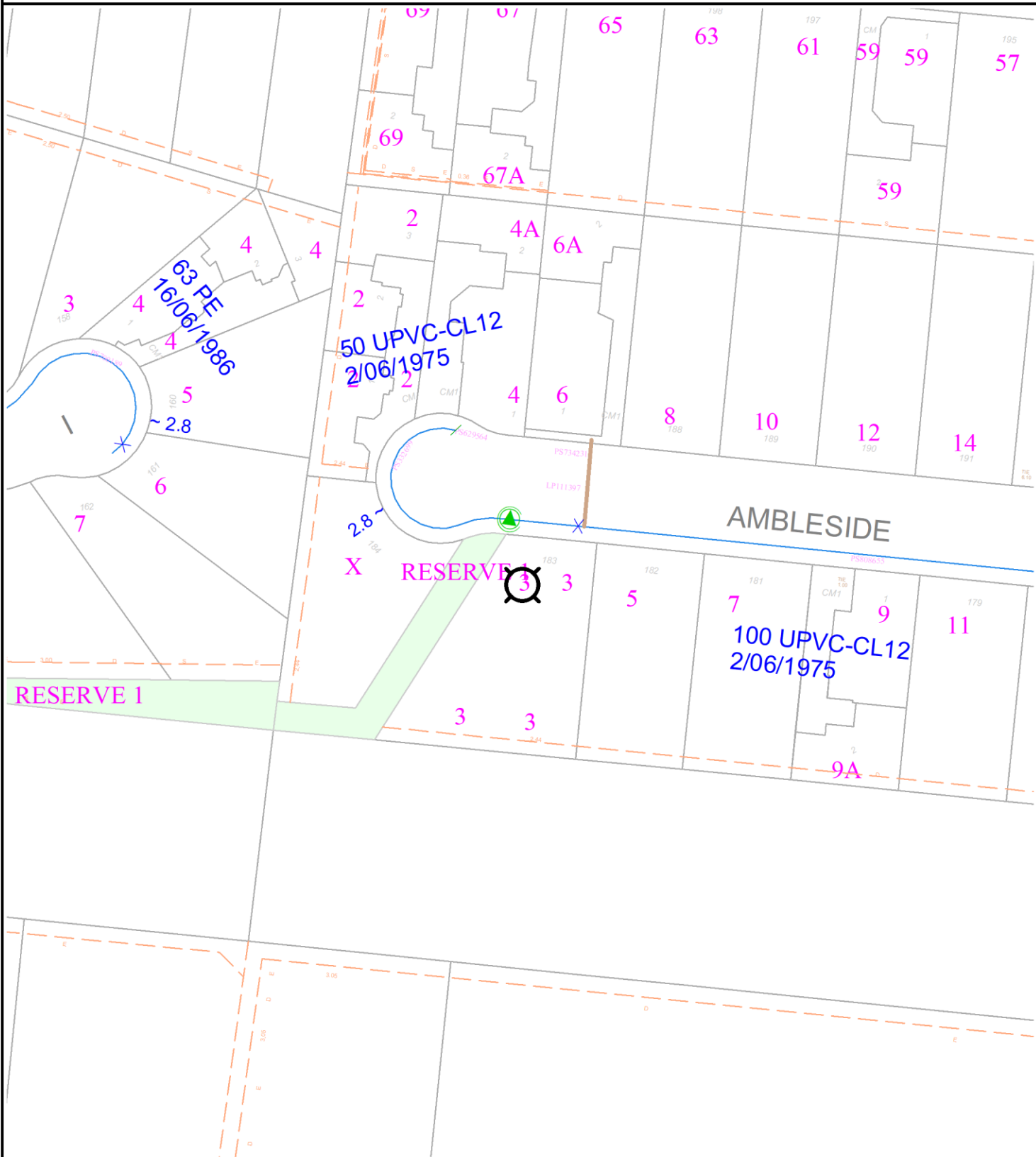


Property: Lot 183 3 AMBLESIDE CRESCENT BERWICK 3806

Case Number: 46791453



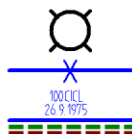
Date: 04JUNE2024



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

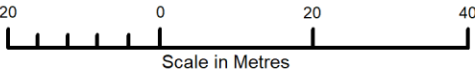


- Subject Property
- Water Main Valve
- Water Main & Services

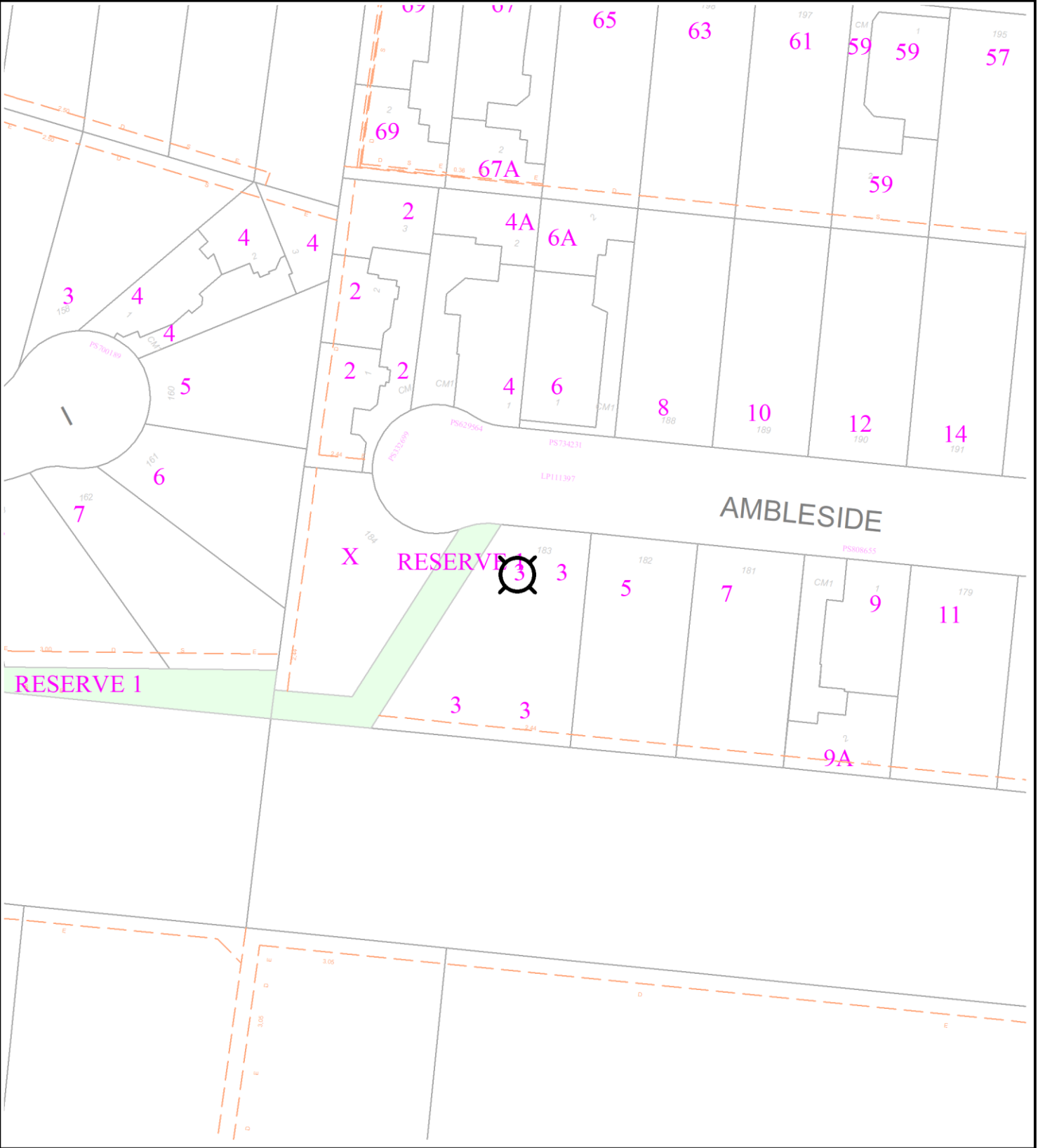
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



Case Number: 46791453



Date: 04JUNE2024



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

Property Clearance Certificate

Land Tax



HA THI MINH HUYNH

Your Reference:	LD:73074637-013-5.3 AMBLES
Certificate No:	78279308
Issue Date:	04 JUN 2024
Enquiries:	ESYSPROD

Land Address:	3 AMBLESIDE CRESCENT BERWICK VIC 3806				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
19492444	183	111397	9175	924	\$0.00

Vendor: DARREN BERNARD FURLONG & YING-HSUEH JUAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS YING-HSUEH JUAN	2024	\$775,000	\$3,300.00	\$0.00	\$0.00

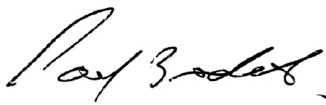
Comments: Land Tax of \$3,300.00 has been assessed for 2024, an amount of \$3,300.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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:	\$775,000
SITE VALUE:	\$775,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 78279308

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" 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 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 = \$3,300.00

Taxable Value = \$775,000

Calculated as \$2,250 plus (\$775,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY


Billers Code: 5249
Ref: 78279308

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 78279308

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



HA THI MINH HUYNH

Your	LD:73074637-013-5.3
Reference:	AMBLESIDE
Certificate No:	78279308
Issue Date:	04 JUN 2024

Land Address: 3 AMBLESIDE CRESCENT BERWICK VIC 3806

Lot	Plan	Volume	Folio
183	111397	9175	924

Vendor: DARREN BERNARD FURLONG & YING-HSUEH JUAN
Purchaser: FOR INFORMATION PURPOSES

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: 78279308

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><div><div>Billers Code: 416073</div><div>Ref: 78279304</div></div></div> <div><div>Telephone & 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>www.bpay.com.au</div></div>	<div><div><div>CARD</div><div></div></div><div><div>Ref: 78279304</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</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>
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Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

DARREN FURLONG AND YING HSUEH JUAN
3 AMBLESIDE CRES
BERWICK VIC 3806

Account number:	38551013
Date due:	23 May 2024
Current charges	Total due
+ \$166.60	\$166.60

Last bill	Payments received	Balance
\$0.00	— \$0.00 =	\$0.00

Your account breakdown

Issue date	06 May 2024
Property	3 Ambleside Crescent BERWICK VIC 3806
Property reference	54M//16021/23
Last bill	\$0.00
Payment received	\$0.00
Balance brought forward	\$0.00
Our charges (no GST)	\$115.85
Other authorities' charges (no GST)	\$50.75
Total due	\$166.60

Your snapshot

Average daily cost	\$1.27
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Payment options

Direct debit
Set up payments at southeastwater.com.au/paymybill

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 38551013
Account name: South East Water Corporation

BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 1003 8551 0100 001

Post billpay

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

Centrelink
Use Centrelink to make regular deductions from
your Centrelink payment.
Reference number: 555 050 397J

Property ref: 54M//16021/23
3 AMBLESIDE CRESCENT
BERWICK VIC 3806



*361 100385510100001

PN54M

Total due:	\$166.60
Account number:	38551013
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/04/24 to 30/06/24

Water service charge **\$21.48**

Sewerage service charge **\$94.37**

Total service charges \$115.85

Our charges \$115.85

Other authorities' charges

Parks 01/04/24 to 30/06/24 **Charge \$21.21**

Waterways and Drainage charge 01/04/24 to 30/06/24 **\$29.54**

Total other authorities \$50.75

Total current charges \$166.60

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see southeastwater.com.au/pricing2023

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/04/24 to 30/06/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/24 to 30/06/24**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Struggling with your water bill?

We have support options just for you.

Call **13 18 51** or visit southeastwater.com.au/paymentoptions



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in. Let us help. We have a range of support options just for you.

Here are some ways we can support you:



Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.



One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.



Centrelink payments

Experience effortless payments with Centrelink. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

Looking for a different option?



More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.



Concession discounts

Register your valid concession card with us to save up to \$354.10 annually. Eligible cards include:

- Health Care Card
- Pensioner Concession Card
- Veterans' Affairs Card



Contact us

For a confidential chat:

Phone: 13 18 51

Visit: southeastwater.com.au/paymentoptions

Interpreter services: If you need an interpreter, please call: 03 9209 0130.

Feel free to reach out anytime – we're here to help.



“

I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service.
– Satisfied customer

”

How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates



southeastwater.com.au

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口译服务，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necessita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



Residential Tenancy Agreement Residential Tenancies Act 1997/ Residential Tenancies Regulations 2008

DATE OF AGREEMENT: 19th September, 2016

Between

LANDLORD: Raj Kanak

Whose Agent is:

AGENT: MPRE Berwick Pty Ltd T/AS Harcourts Berwick
 ACN: 114 708 762 Email: rentals.berwick@harcourts.com.au
 Phone: (03) 9707 4222 Fax: (03) 9707 3461
 Landlords/ Agent: After hours emergency contact number: 0417 779 792

And

TENANT 1: Name: Eric Evans
 Address: 56 Edebohls Road, Narre Warren East VIC 3804

1. PREMISES: The landlord lets the premises known as: **3 Ambleside Crescent, Berwick VIC 3806**

2. RENT: The rent amount is **\$1,474.00** per calendar month, payable on the **30th** day of every month, in advance.

RENTAL PAYMENTS TO LANDLORD/ AGENT VIA:

- a. Westpac to Harcourts Berwick Rental Trust Account, using code given by agent:
 BSB: 033 609 Account: 302 202 CODE: **AMBL03**
- b. VIA RE Connect One Card. Phone: 1300 302 060 or www.reconnect.com.au
- c. Cheque or Money order payable to Harcourts Berwick Rental Trust
 c/- 30 High Street, Berwick 3806.

3. BOND: Bond of **\$1,474.00** which will be lodged with the RTBA.

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the bond, the amounts they each contribute are listed here:

NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. PERIOD

FIXED TERM

(a) The period of the agreement is **Twelve (12) Months**

Commencing on the **30th September, 2016**

And ending on the **29th September, 2017**, unless the agreement terminates on accordance with the **Residential Tenancies Act, 1997**, the agreement will continue as a **periodic tenancy**.

Tenant Initials



5. Condition of the premises

- (a) The Landlord shall make sure that the premises are maintained in good repair and;
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The Tenant who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.

7. Cleanliness of the property

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of the agreement.

8. Use of the premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

10. Assignment or sub-letting

- (a) The Tenant shall not assign or sub-let the whole or part of the premises without the written consent of the Landlord. The Landlord's consent cannot be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

11. The Residential Tenancies Act 1997

Each party must comply with the provisions of the Residential Tenancies Act 1997.

(Note: References should be made to the **Residential Tenancies Act 1997** for further rights and duties).

Additional terms Additional terms which do not take away the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section. Any additional terms must comply with the Unfair Contract Terms under the **Fair Trading Act 1999**. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

12. Ancillary use of the premises

The Tenant must primarily use the premises as a residence. If the Tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the Landlord's written consent. The Landlord will not reasonably withhold consent in giving consent and may impose reasonable terms and conditions.

13. Utility charges

13.1 The Landlord is liable for the costs and the charges set out in section 53(1) and (if applicable) section 54 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

13.2 The Tenant is liable for the costs and the charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

13.3 If a service is damaged or disconnected because of the fault of the Landlord or the Agent, or the fault of their contractor, the Landlord must have the service repaired or reconnected and pay for the expense in doing so.

13.4 If a service is damaged or disconnected because of the fault of the Tenant, or any person the Tenant has allowed or permitted to be on the premises, the Tenant must have the service repaired or reconnected and pay for the expense in doing so.

13.5 The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the premises are separately metered for these services.

13.6 If the Tenant disconnects or changes the supplier of a service, the Tenant must pay any expense in connection with having the service disconnected and another service connected.



14. Landlord insurance

14.1 The Tenant shall not knowingly do, or allow anything to be done, on the premises that may invalidate the Landlord's insurance policies or result in the premiums being increased above the normal rate. The Tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

14.2 The Tenant agrees to pay the Landlord any excess incurred as a result of accidental breakage of glass and toilet bowls in the premises, if the damage has been caused by the Tenant or by a person the tenant has allowed or permitted to be on the premises.

14.3 The Tenant acknowledges that the Landlord's insurance policies do not provide cover for the Tenant's possessions. (Note: it is strongly recommended the Tenant takes out contents insurance to adequately cover his/ her possessions).

15. Light globes and fluorescent tubes

The Tenant must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. The obligation does not extend to replacing light globes, spotlights and/or fluorescent tubes (including starters) damaged, broken or made defective by the Landlord or the Agent or their contractors.

16. Tenant to advise the Landlord or the Agent of defects

The Tenant shall notify the Landlord or Agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

17. Damage to the premises

17.1 The Tenant must take reasonable measures to ensure that anyone the Tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the Landlord, the Agent or their contractors.

17.2 The Tenant must as soon as practicable notify the Landlord or the agent of any blockages or defects in drains, water services or sanitary systems. No item that could cause a blockage (including feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water or drainage systems. The Tenant may pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the Tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the Landlord, the Agent or their contractors.

17.3 The Tenant will indemnify the Landlord for any loss or damage caused to the premises by the Tenant or a person the Tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the Landlord, the Agent or their contractors.

17.4 The Tenant will indemnify the Landlord against liability for injury or loss sustained by any person, or person's property, because of negligence of the Tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the Landlord, the Agent or their contractors.

18. Cleaning carpets on vacating the premises

If new carpet has been installed or existing carpet professionally dry or steam cleaned at the commencement of the tenancy, the Tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the Landlord or the Agent with a receipt for payment of the work.

19. Fasteners, antennas and signs

The Tenant must obtain the Landlord's or the Agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of premises. The Landlord's or the Agent's consent is also required before any nail, screw, or other fastening or adhesive is affixed to the inside or outside of the premises. The Landlord's or Agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to); removal of the thing affixed when the tenancy is terminated or comes to an end and making good of any damages caused to the premises by the installation or removal of that thing.

20. Smoke detectors

20.1 The Tenant must conduct regular checks to ensure each smoke detector in the premises is in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises.)

20.2 The Tenant must as soon as practicable notify the Landlord or the Agent if a smoke detector is not in proper working order.

20.3 The Tenant must replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each twelve (12) months of the term or periodic tenancy.

20.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability

- 21. Flammable liquids, kerosene heaters and vehicle and boat repairs**
21.1 The Tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fluids) at the premise.
21.2 The Tenant must not carry out any mechanical repairs or spray painting to a motor vehicle, motorcycle, or a boat at the premises.
21.3 The Tenant must not bring onto, or use at, the premises a heater which uses flammable liquid or bottled gas.
- 22. Storage and removal of waste and rubbish**
The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste timetables.
- 23. Washing**
If the Tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The Tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the Tenant's use. The Tenant must use the facility in the manner required by the owner's corporation.
- 24. Garden**
24.1 The Tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions permitting). When watering, the Tenant must comply with restrictions if any.
24.2 If the garden is watered by a watering system and/or via tank water, the Tenant will maintain the system and/or tank(s) in the state of repair and condition it, or they, were in at the start of the tenancy. The Tenant is not required to repair damage caused by the Landlord, the Agent or their contractors.
- 25. Pets**
The Tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the Landlord or the Agent. Permission will not be unreasonably withheld. In giving permission, the Landlord or the Agent may impose reasonable conditions including exercise. It is not unreasonable for the Landlord or the Agent to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the premises. If the occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owner's corporation.
- 26. Changes in occupation of the premises**
26.1 If during the term of the tenancy the people in occupation of the premises change, the Tenant must as soon as practical notify the Landlord or the Agent in writing to comply with clause 10.
26.2 If the Tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the Tenant abandons the premise or cancels the tenancy, the Tenant may be required to reimburse the Landlord's reletting expenses including -
26.2.1 a pro-rata letting fee;
26.2.2 advertising or marketing expenses incurred;
26.2.3 rental data base checks on applicants;
25.2.4 rent on the premises until such times the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.
26.3 The Tenant's obligation to pay the Landlord's reletting expenses is dependent upon the Landlord taking reasonable steps to mitigate any loss arising from the Tenant's default.
- 27. Tenant intending to leave when the lease ends**
If the Tenant intends to vacate the premises at the end of the fixed term or whilst on a periodic tenancy, written notice of the Tenant's intention to vacate must be given to the Landlord or the Agent 28 days before the tenancy comes to an end.
- 28. Return of keys and obligation to pay rent**
The Tenant must return all the keys of the premises to the Landlord or the Agent when the Tenant vacates the premises. The Tenant's obligation to pay the rent continues until the time the keys are returned.
- 29. Tenant remaining in possession after the fixed term tenancy ends, vacating on a periodic tenancy**
If the Tenant remains in occupation of the premises after the fixed term tenancy has come to an end and does not then enter into another fixed term lease, the Tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the Tenant gives notice to the Landlord or the Agent.

30. **Landlord requires premises when the lease ends**
If the Landlord requires possession of the premises when the lease ends, the Landlord will give the Tenant a notice in the manner required by the **Residential Tenancies Act 1997**.
31. **Changing locks and alarm code**
31.1 The Tenant may change the locks of the premises.
If the Tenant changes the locks, the tenant must advise give the Landlord or the Agent of the new keys as soon as practicable.
31.2 The Tenant may change the code of an alarm at the premises. If the code is changed, the Tenant must advise the Landlord or the Agent of the changed code as soon as practicable.
32. **"To Let" signs**
The Tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy. A sign must be positioned so as not to interfere with the Tenant's quite enjoyment of the premises.
33. **"Auction" and "For Sale" signs**
The Tenant will allow the Landlord or the Agent to erect an "Auction" or "For Sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the Tenant's quite enjoyment of the premises. The Tenant will allow at any time during the term of this Agreement, access to the premises by the Landlord or Agent to present the property to prospective purchasers upon 24 hours' notice to the Tenant, or by agreement with the Tenant and Landlord or the Agent.
34. **Owners corporation rules**
34.1 The rules of an owner's corporation affecting the premises are attached to this tenancy agreement.
34.2 The Tenant will comply with rules of the owner's corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the Tenant.
34.3 The Tenant is not obliged to contribute to the owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the Landlord.
35. **The tenant cannot use bond money to pay rent**
35.1 The Tenant acknowledges the **Residential Tenancies Act 1997**, provides the Tenant may not refuse to pay rent on the ground that the Tenant intends to use the bond as rent paid in respect to the premises.
35.2 The Tenant further acknowledges the **Residential Tenancies Act 1997** permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.
36. **The rent may be increased during the period of this agreement**
36.1 The Landlord may increase the rent set out in clause 2, during the period of this agreement set out in clause 4, by giving the tenant 60 days' notice required by the **Residential Tenancies Regulations 2008**. The Landlord must not increase the rent at intervals of less than 6 months.
36.2 If the Tenant disagrees with a rent increase sought by the Landlord, the Tenant may apply to the director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.
37. **Receipt of condition report/ written statement of rights and duties of the Landlord and the Tenant**
The Tenant acknowledges having received, before entering into occupation of the premise;
37.1 Two copies of a Condition Report signed by, or on behalf of, the Landlord; and
37.2 a written statement setting out the rights and duties of the Landlord and the Tenant under a tenancy agreement. ("Renting a home. A guide for tenants and landlords.")
37.3 the original Condition Report must be signed and returned to the agent within 3 business days after entering into occupation of the premises, and a copy retained by the tenant. The Tenant also acknowledges that if they fail to return the signed copy of the Condition Report the agent will use the copy held in the file and the Tenant may waive their right to dispute the condition of the property at the commencement of the tenancy.
38. **The premises is leased by the Tenant as inspected**
The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
39. **Amendments to this agreement**
This Agreement may only be **amended** by an Agreement in writing signed by the Landlord and the Tenant.

40. Bond refund

The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a bond claim form with the Residential Tenancies Bond Authority. The Landlord may make a claim to the VCAT on the bond within 14 business days of the Tenants returning the keys if the bond refund is disputed.

41. No Cigarette Smoking

41.1 The Tenant acknowledges that they are not permitted to smoke in any part of the interior of the premises at any time.

41.2 The Tenant acknowledges that they will not let any visitor to the premises, smoke in any part of the interior of the premises at any time.

41.3 Any damage caused by cigarette smoking to the interior or exterior will be repaired by the Tenant at the Tenants expense.

42. Routine Inspections

42.1 The Tenant acknowledges that the Agent will inspect the property for the purpose of a routine inspection. The inspection will be conducted no earlier than three months into the tenancy and at six monthly intervals thereafter.

42.2 The Tenant will be notified in writing as per the Residential Tenancies Act, to the proposed inspection date and time.

42.3 The Landlord may, or may not be, present at the routine inspections.

42.4 At the routine inspection the Agent may photograph, video or live conference call with the Landlord as part of the inspection process.

42.5 As the agent we suggest that the Tenant remove any personal effects prior to routine inspections, if there are specific items that the Tenant does not want photographed.

43. Prohibition against swimming pools

43.1 The Tenant is prohibited from installing any pool at the premises.

43.2 For the purpose of sub clause 1 'pool' includes any vessel that is deeper than 30cm.

43.3 A breach of sub clause 2 is a substantial breach of the Residential Tenancy Agreement and will be cause for the issuing of a 14 day termination notice.

43.4 Where a pool has been installed in contravention of this, the Tenants authorise the Landlord to remove the property and dispose of the pool. No objection, claim or demand will be made by the Tenant in relation to the removal and destruction of the pool.

44. Consent to receive information by electronic communication

44.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.

44.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act."

44.3 Preferred Tenant email address: _____

The tenant acknowledges having read and understood the terms, which form this Tenancy Agreement.

SIGNATURE of LANDLORD

X.....
Raj Kanak

SIGNATURE of TENANTS

X.....
Eric Evans

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 May 2024 02:07 PM

PROPERTY DETAILS

Address: **3 AMBLESIDE CRESCENT BERWICK 3806**
Lot and Plan Number: **Lot 183 LP111397**
Standard Parcel Identifier (SPI): **183\LP111397**
Local Government Area (Council): **CASEY**
Council Property Number: **17428**
Planning Scheme: **Casey**
Directory Reference: **Melway 111 A8**

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

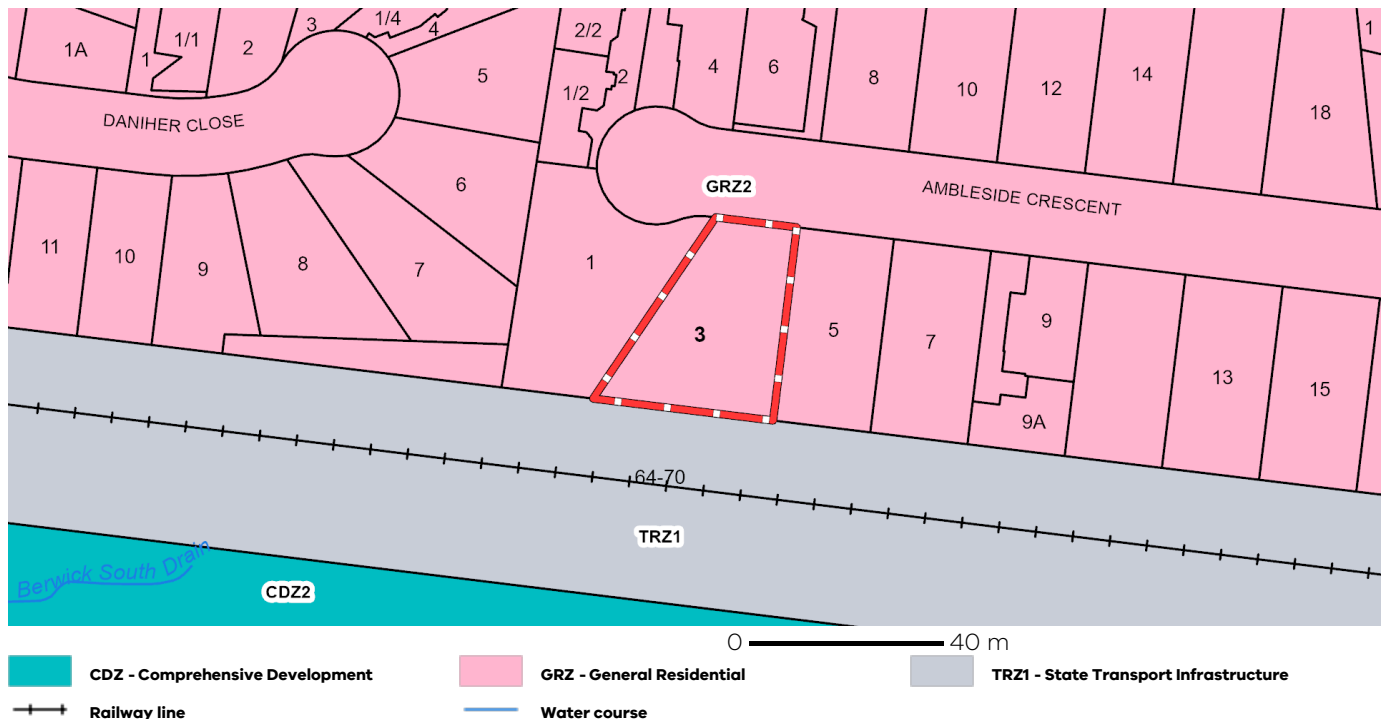
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Copyright © - State Government of Victoria

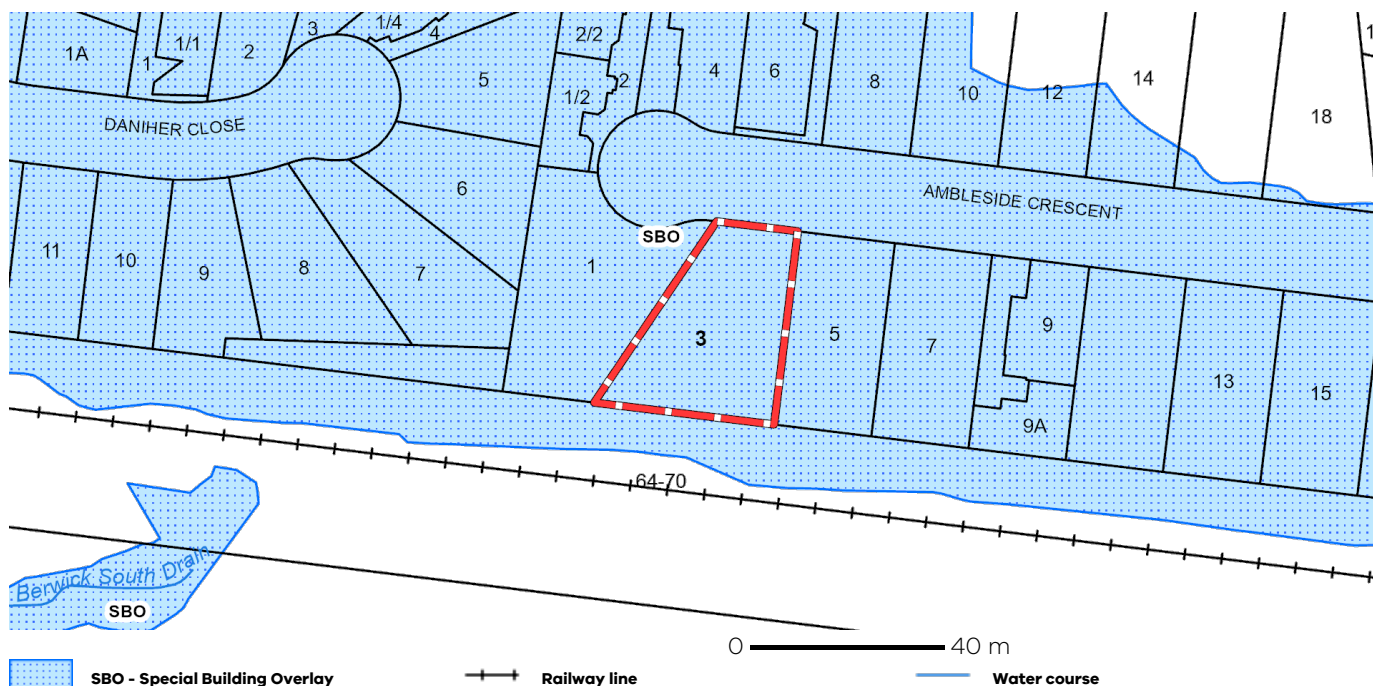
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



Further Planning Information

Planning scheme data last updated on 29 May 2024.

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>

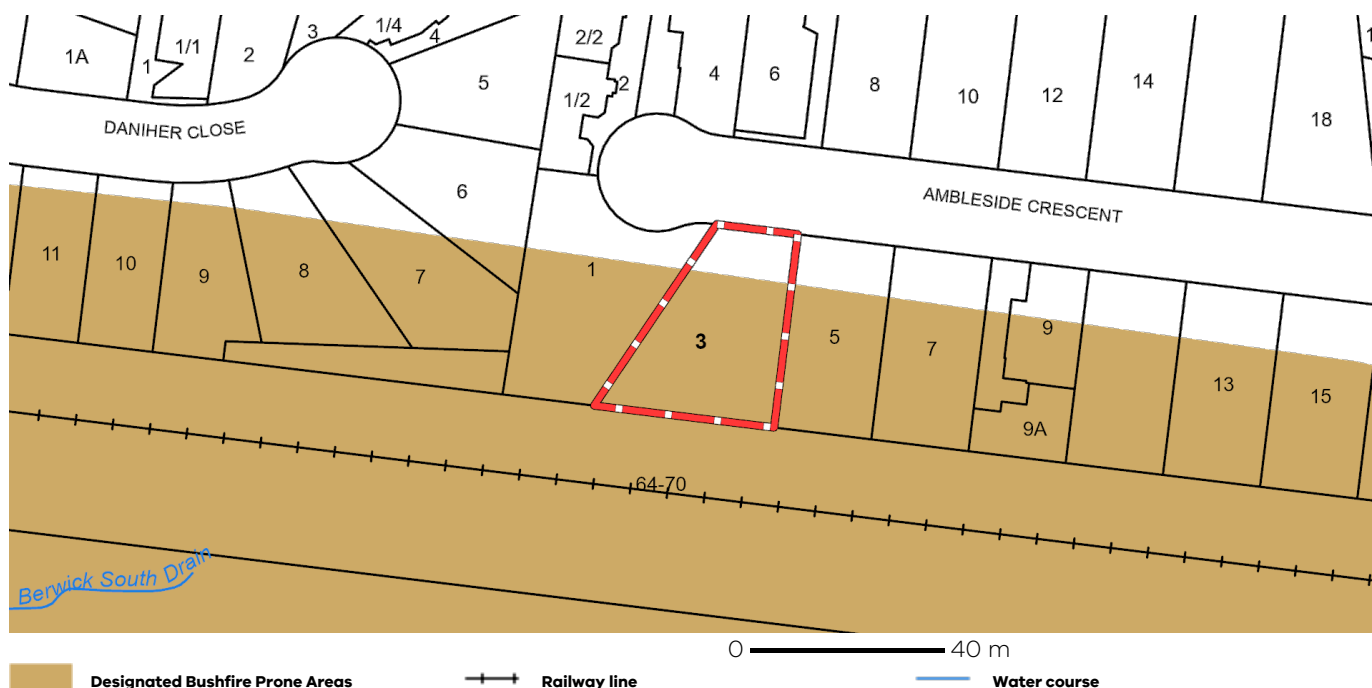
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 31 May 2024 02:07 PM

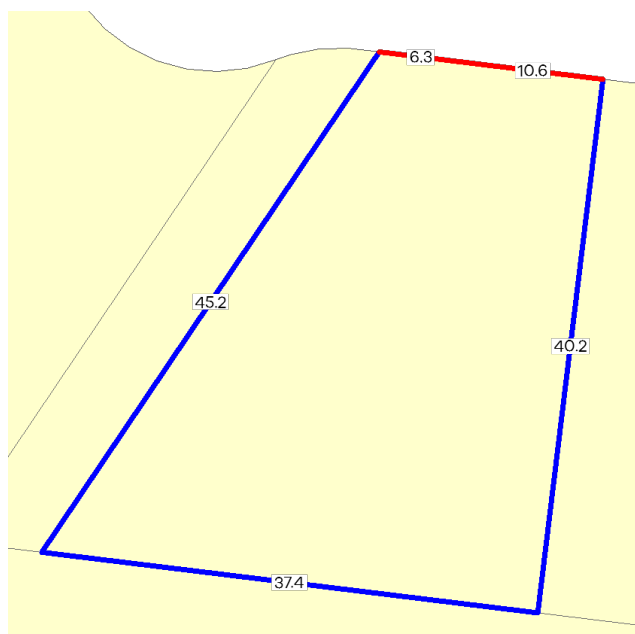
PROPERTY DETAILS

Address: **3 AMBLESIDE CRESCENT BERWICK 3806**
Lot and Plan Number: **Lot 183 LP111397**
Standard Parcel Identifier (SPI): **183\LP111397**
Local Government Area (Council): **CASEY**
Council Property Number: **17428**
Directory Reference: **Melway 111 A8**

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: 1092 sq. m

Perimeter: 140 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **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.

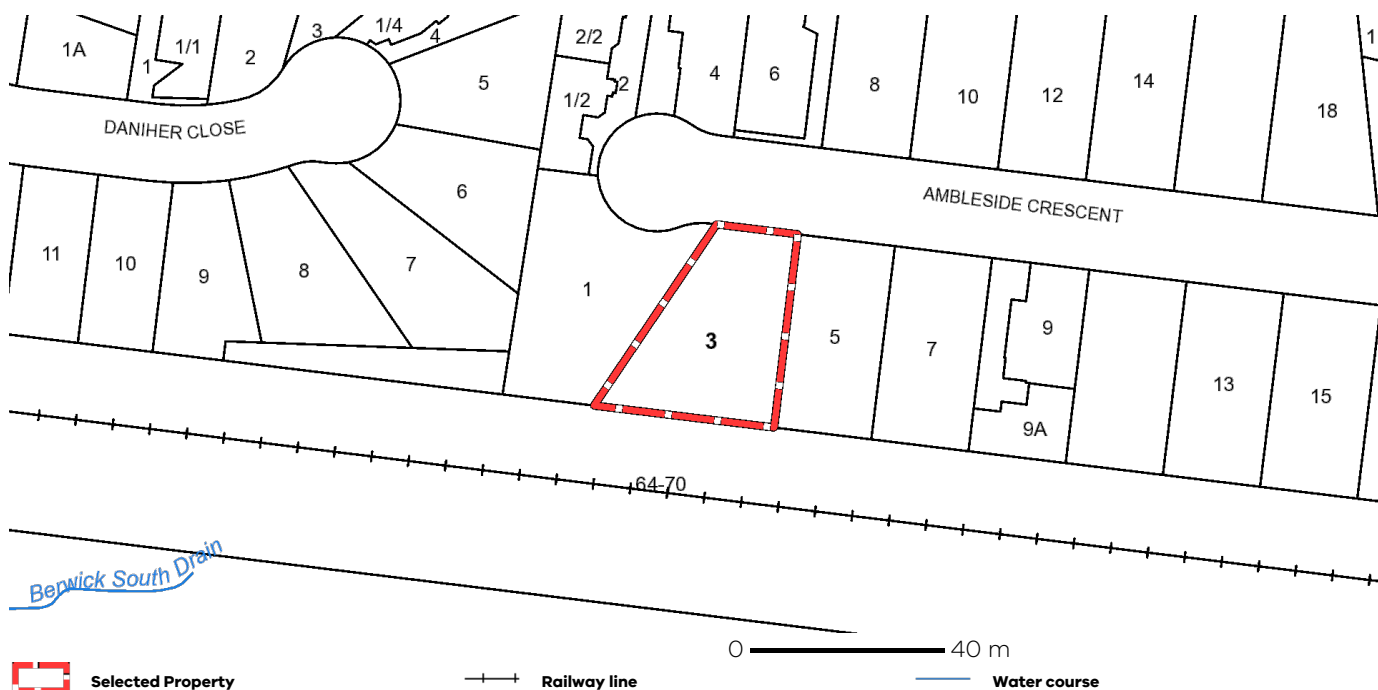
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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