

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Parts of the original document have been modified and adapted to provide a better, cleaner contract for use.

Contract of Sale of Land

The **Vendor** agrees to sell, and the **Purchaser** agrees to buy, the property—comprising the land and any included goods—for the purchase price and on the terms set out in this Contract.

The provisions of this Contract are set out in the following order of priority:

- Particulars of Sale
- Special Conditions
- General Conditions

SIGNING OF THIS CONTRACT

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

Purchasers must ensure they have received a **Section 32 Statement** from the Vendor **prior to signing this Contract**. For the purposes of this Contract, a “Section 32 Statement” refers to the disclosure statement required to be provided by a vendor under section 32 of the *Sale of Land Act 1962 (Vic)*.

The authority of any person executing this Contract:

- under a power of attorney; or
- as a director of a corporation; or
- as an authorised agent (in writing) of one of the parties,

must be clearly recorded beneath their signature.

Any individual whose signature has been obtained by an estate agent acknowledges that, at the time of signing, the agent provided them with a copy of the full terms of this Contract.

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

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: JAMES ROBIN MARTIN
..... on/...../2025

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

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Harcourts ASAP

Chris Zhang

Donna Scherp 0423006146

Trust Account Details:

Name:

BSB:

ACC:

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

Vendor

JAMES ROBIN MARTIN

Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052 Fax: 03 9988 9059 Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 10450	Folio 693	217	PS412796
Volume	Folio		

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 8 Mitchell Court, Berwick 3806

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

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

Goods excluded from the sale:

Not Applicable

Payment

Price	\$		If no deposit due date is specified, the due date is taken to be the DAY OF SALE .
Deposit	\$	by _____ (of which \$ _____ has been paid)	
Balance	\$	payable at settlement	

GST (general condition 19)

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

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

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

Settlement (general condition 17 & 26.2)**is due on** _____

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

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

Lease (general condition 5.1)

At settlement the Purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

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

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

* tenancy agreement for a term ending _____

OR

* periodic tenancy agreement determinable by notice

OR

* tenancy agreement for a term ending _____ with _____ options to renew, each of __ years

Terms contract (general condition 30)

This contract is **NOT** intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.
(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20) (Not Applicable at Auction)

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

Lender:

Loan amount not more than \$_____ Approval date by: ____ / ____ / 20_____

Building Inspection (general condition 21)

☐ This contract is subject to a building inspection in accordance with general condition 21 if this box is ticked.

Pest Inspection (general condition 22)

☐ This contract is subject to a pest inspection in accordance with general condition 22 if this box is ticked.

This contract includes Special Conditions

Special Conditions

1. Deposit Release (general condition 14)

- 1.1 The purchaser's rights and obligations in respect of release of the deposit are confined to those in section 27 of the *Sale of Land Act 1962* and General Condition 14, as varied by Special Condition 1 of this contract. Nothing in this condition shall override or diminish the purchaser's acknowledgements and obligations contained in Special Condition 6.
- 1.2 The purchaser's reasons for objecting to the release of the deposit monies must reflect the matters set out in Sub-section (4) of Section 27 of the *Sale of Land Act 1962*. The purchaser's objection to release of the deposit can only have regard to the accuracy of the particulars in the Deposit Release Notice and sufficiency of the purchase price to discharge all financial encumbrances over the property. The purchaser cannot refuse to authorize the release of the deposit on any other grounds once the contract has become unconditional and the purchaser is deemed to accept title.

2. Director's Guarantees

This clause replaces General Condition 3. If the purchaser or any nominee is a company, the purchaser must procure execution by all its directors of a guarantee and indemnity in the form annexed to this contract, consistent with Special Condition 2. This obligation is in addition to, and not in derogation of, the purchaser's acknowledgements and warranties contained in Special Condition 6.

3. Exclusion and/or Variation of General Conditions

- 3.1 General Condition 31 continues to apply except for clauses 31.4, 31.5, 31.6. The purchaser may not withhold settlement funds but retains right to post-settlement compensation under general condition 31.3.
- 3.2 General Condition 33 is replaced with "Interest at a rate of 4% 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."
- 3.3 General Condition 12 is deleted except to the extent required by the *Building Act 1993*.
- 3.4 General Condition 21.2(a) is amended as follows "obtains a written report from a registered building practitioner which discloses a current major structural defect in a structure on the land and designates it a major structural building defect."

4. Interpretation

In this contract unless the context otherwise requires: -

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

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

4.14 Insolvency Event means:

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

- 4.15 **Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.
- 4.16 **DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.
- 4.17 **Duties Act** means the Duties Act 2000 (Vic).
- 4.18 **Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.
- 4.19 **Deposit Release Notice** means the document provided to the purchaser for early release of the deposit under Section 27 of the *Sale of Land Act 1962*.
- 4.20 **Building Element** is accepted as per AS4349.1-2007 as "Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function."
- 4.21 **Major Defect** is accepted as per AS4349.1-2007 as "A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."
- 4.22 **Structural Defect** is accepted as per AS4349.1-2007 as "Fault or deviation from the intended structural performance of a building element."
- 4.23 **Vacant Possession** is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

5. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except as are made conditions of this contract.

6. Purchaser acknowledgements (except to the extent that such liability cannot be excluded by law)

- 6.1 The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.
- 6.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of

repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

- 6.3 The purchaser accepts the property as at the Day of Sale: -
- a. in its present condition and state of repair;
 - b. with all restrictions on the use and development of the property under the planning scheme which affects the land;
 - c. with all defects latent and patent;
 - d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation (subject to statutory vendor disclosure obligations being complied with);
 - e. on the basis all improvements on the property are sold in their state of repair and condition. The purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;
 - f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;
 - g. with any other planning controls affecting the property;
 - h. with any Owners Corporation Rules that may exist;
 - i. with any agreement under Section 173 of the *Planning and Environment Act*;
 - j. with any restriction as to the use of the property made under any Authority;
 - k. with any planning permits for or affecting the property including any conditions set out in any planning permits;
 - l. notwithstanding any non-compliance with the *Local Government Act 1989*, *Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and
 - m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.
- 6.4 The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 6.5 The purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.
- 6.6 The purchaser accepts that the vendor has not represented, warranted or guaranteed:
- a. that the property is suitable for any specific development or may generally be developed in any way;
 - b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
 - c. the use to which the property may be physically or lawfully put, either presently or in the future.
- 6.7 The purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current rates) relating to the property which are made or issued after the date of sale.
- 6.8 The purchaser warrants that they have made their own enquires and investigation as to the use to which the property may be put and the purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.
- 6.9 The purchaser accepts that the property and any chattels sold by this contract shall not pass to the purchaser until balance of the payment due to the Vendor is received at settlement.
- 6.10 The purchaser accepts that all payments due to the vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.
- 6.11 The purchaser accepts that if there are solar panels installed on the property, the parties agree:
- a. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b. the purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c. the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
 - d. the vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.
- 6.12 The purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.
- 6.13 The purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". The purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the vendor/s give no warranties whatsoever in regard to same.
- 6.14 The purchaser accepts that if the contract is made subject to any building or pest inspections, and no completion date is specified, the purchaser accepts that seven (7) days is reasonable from when the purchaser signs this contract.
- 6.15 The purchaser accepts that if the vendor has a simultaneous or pending property purchase settlement the vendor may have their items stored and ready for collection by removalists at the property for a period of no later than the following business day. A purchaser may not delay settlement or make any claim for compensation or damages.
- 6.16 The purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the *Sale of Land Regulations 2005* or any

rules prescribed which modify or replace those rules.

- 6.17 The purchaser accepts they are immediately in default if the purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both the purchasers and vendor have signed this contract.
- 6.18 The purchaser acknowledges that in the event that the purchaser enters into occupation of the premises pursuant to a Licence Agreement then and in that event the purchaser agrees that the vendor's representative shall prepare the Licence agreement at a cost of \$330.00 for the preparation of said document is to be at the purchasers' expense.

7. Goods & Services Tax (GST)

- 7.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the vendor is registered for GST and the purchaser agrees to the terms in general condition 19 and in addition as follows:
- a. that the property and the lease is supplied together as a single supply; and
 - b. the purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and
 - c. the purchaser agrees to take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or the Settlement Date, to satisfy the "going concern exemption", the vendor may at their own discretion, either: -
 - i. renew the existing commercial lease; or
 - ii. create a new commercial lease"; or
 - iii. alter the contract to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the price.

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

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

8. Nomination

- 8.1 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.
- 8.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner/conveyancer:
- a. a nomination notice executed by the nominee and the purchaser at least ten (10) business days before the settlement date specified in this contract; and
 - b. if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.
- 8.3 Any nomination notice given must include:
- a. a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.
 - b. a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and;
 - c. a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and
 - d. an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.
- 10.4 If the vendor and the purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

9. Duties Act and Stamp Duty

- 9.1 The purchaser must:

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

10. Restriction on Re-Sale

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

11. Right of Termination – Insolvency Event

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

12. Commercial and Industrial Property Tax Reform Act 2024

- 12.1 The purchaser acknowledges that the property is not tax reform scheme land within the meaning of the Act
- 12.2 The purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue Office property clearance certificate herein, or by inquiring directly with the State Revenue Office – noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

13. Breach

- 13.1 General Condition 32 does not apply to this Contract and will be replaced by the following:
- 13.2 The vendor(s) gives notice to the purchaser(s) that in the event the purchaser(s) fails to complete settlement on the settlement date referred to in the Particulars of Sale, or such date as may be agreed in writing between the parties, the vendors(s) may incur the following further additional expenses and losses from the date settlement fell due until settlement occurs, which amounts shall be paid by the purchaser(s), in addition to the interest chargeable on the balance of purchase monies pursuant to General Condition 33 herein:
- Any additional costs of obtaining, extending or bridging finance reasonably required by the vendor for the purpose of completing the purchase of another property, including interest actually payable on such finance;
 - Interest or charges actually payable by the vendor under any mortgage secured against the property, accruing from the settlement due date until settlement occurs;
 - Accommodation and/or storage costs actually and reasonably incurred by the vendor (such as temporary rental, hotel, storage, or removal expenses) arising directly from the delay;
- 13.3 The vendor(s) may recover from the purchaser(s) any *reasonable and properly incurred additional professional costs*, charges or expenses directly arising from the purchaser's failure to settle on the due date, limited to:
- (a) documented *rescheduling or re-booking fees* charged by the vendor's financial institution or settlement agent; and
- (b) *additional professional fees of the vendor's solicitor or conveyancer* that are reasonably and necessarily incurred as a direct result of the delay in settlement, provided such fees are invoiced and itemised to evidence the connection to the delay.
- For the avoidance of doubt, this clause does not permit the recovery of general conveyancer–client costs otherwise payable by the vendor under their professional retainer. Any costs or penalties actually imposed on the vendor under a contract or agreement for the purchase of another property, where such costs arise solely because of the purchaser's failure to complete settlement on time. In any case, costs are limited to reasonable, evidenced, and directly attributable to the purchaser's default.
- 13.4 The vendor's recovery under this Special Condition is limited to reasonable and documented costs actually incurred, assessed on a conveyancer-client basis, and in any event not exceeding an aggregate of \$3,500 exclusive of interest payable under Special Condition 3.2.

14. Overriding Provision

- 14.1 To the extent of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

15. Severability

- 15.1 If any Special Condition (or part of it) is or becomes void, invalid or unenforceable at law, that condition (or the relevant part) shall be severed from this contract and the remainder of the contract will continue to have full force and effect.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.
- 7 IDENTITY OF THE LAND**
 - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8 SERVICES**
 - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9 CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10 TRANSFER & DUTY**
 - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
 - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11 RELEASE OF SECURITY INTEREST**
 - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
 - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
 - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
 - 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
 - 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
 - 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

15 DEPOSIT BOND

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

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

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

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

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- 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
 - the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

Schedule 1
GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

.....

in the presence of:

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

.....

in the presence of:

Director (Sign)

Witness.....)

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

SECTION 32 STATEMENT

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

Vendor:	JAMES ROBIN MARTIN
Property:	8 Mitchell Court, Berwick 3806



Spin Conveyancing
PO Box 1294
Waverley Gardens VIC 3170

Tel: 9988 9052
Fax: 9988 9059
Email: info@spinconveyancing.com.au

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

32A FINANCIAL MATTERS

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

(a) Their total does not exceed \$5,000.00

(b) Or are contained in the attached certificate/s (if provided)

(c) Or their amounts are: Amount (approx.)

1. Local Council	
2. Water Authority	
3. Land Tax	
4.	

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

None to the Vendors knowledge

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

(f) The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:-

Not Applicable

(g) Sale Subject to Mortgage

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

Not Applicable

(h) Land Tax

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

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

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

32B INSURANCE

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

Not Applicable

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

Not Applicable

32C LAND USE

(i) RESTRICTIONS

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

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

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

(ii) BUSHFIRE

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

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

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

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

local planning scheme.

(v) **ABORIGINAL CULTURAL HERITAGE**

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

32D NOTICES

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

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

None

(b) AGRICULTURAL CHEMICALS

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

Not Applicable

(c) COMPULSORY ACQUISITION

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

Not Applicable

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	
Water supply	Connected
Sewerage	Connected
Telephone services	Mobile services are available in the area.

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

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.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the *Sale of Land Act 1962 (Vic)* but may be included in this Vendor's Statement for convenience). Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010 (Cth)*

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a nett lettable area of at least 1,000m² (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

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

DATE OF THIS STATEMENT

	/		/20	25
--	---	--	-----	----

Name of the Vendor

JAMES ROBIN MARTIN

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

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

Name of the Purchaser

--

Signature/s of the Purchaser

x



JAMES R MARTIN
8 MITCHELL COURT
BERWICK VIC 3806

Our reference: 7163711393581

Phone: **13 28 66**

9 October 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello JAMES,

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

Notice number	2411143788740
Vendor name	JAMES ROBIN MARTIN
Clearance Certificate Period	9 October 2025 to 9 October 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

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

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

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

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

Vendor(s) details

Name of Vendor(s): JAMES ROBIN MARTIN

Section 1 Vendor(s) GST Withholding Notification please tick

Does the Vendor(s) make a taxable supply in relation to the sale ☒ NO ☐ YES

_____ (property) ?

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

The Purchaser is required to withhold an amount of \$ NOT REQUIRED

8 Mitchell Court, Berwick 3806

Signature of Vendor(S) _____
JAMES ROBIN MARTIN

Dated the 08 day of 10 2025

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

Page 1 of 1

VOLUME 10450 FOLIO 693

Security no : 124128819596D
Produced 09/10/2025 10:43 AM

LAND DESCRIPTION

Lot 217 on Plan of Subdivision 412796G.
PARENT TITLE Volume 10226 Folio 027
Created by instrument PS412796G 17/06/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAMES ROBIN MARTIN of 8 MITCHELL COURT BERVVICK VIC 3806
AL069145T 08/05/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL069146R 08/05/2014
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT X054027T 22/09/2000

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
P168642E 04/05/1989

DIAGRAM LOCATION

SEE PS412796G 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: 8 MITCHELL COURT BERWICK VIC 3806

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

DOCUMENT END

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Document Type	Plan
Document Identification	PS412796G
Number of Pages (excluding this cover sheet)	3
Document Assembled	09/10/2025 10:43

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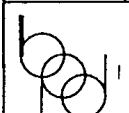
PLAN OF SUBDIVISION		STAGE No. — — —	LTO USE ONLY EDITION 1	PLAN NUMBER PS 412796G
----------------------------	--	--------------------	----------------------------------	----------------------------------

LOCATION OF LAND PARISH: BERWICK TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: 31C (PART) AND 31E (PART) CROWN PORTION: ----- LTO BASE RECORD: DCMB TITLE REFERENCES: VOL.10226 FOL.027 LAST PLAN REFERENCE: LOT B PS336808A POSTAL ADDRESS: EARLSFIELD DRIVE (AT TIME OF SUBDIVISION) BERWICK AMG CO-ORDINATES: E 356500 (OF APPROX. CENTRE OF PLAN) N 5786000 ZONE: 55	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CASEY CITY COUNCIL REF : S97/1349 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 7 / 4 / 98 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE 25 / 5 / 99
---	---

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 RESERVE NO 1	CASEY CITY COUNCIL EASTERN ENERGY LIMITED

NOTATIONS	
DEPTH LIMITATION 15.24m BELOW THE SURFACE APPLIES TO LAND IN THIS PLAN	STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. P819/97
NOTES: TANGENT POINTS ARE SHOWN THUS : ———— LOTS 1 TO 203 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN SURVEY: THIS PLAN IS BASED ON SURVEY	DATE OF ORIGINAL CERTIFICATION: / / THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION					NOTATIONS
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					ESTATE KINGSMERE STAGE 6A NO.OF LOTS 35 AREA 3.046HA MEL: 110 H5
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	SEWERAGE	SEE PLAN	P.S.323020T	LAND IN PS323020T & PS320093F AND MELBOURNE WATER CORP.	LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 15/6/99
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	
(E-2)	WAY,DRAINAGE,SEWERAGE AND SUPPLY OF WATER,TELEPHONE, ELECTRICITY AND GAS	SEE PLAN	P.S.336808A	LAND IN P.S.336808A AND MELBOURNE WATER CORPORATION	
(E-2)	SEWERAGE OR WATER SUPPLY	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	
(E-3)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL	
(E-3)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	LTO USE ONLY PLAN REGISTERED TIME 3.40pm DATE 17/6/99  ASSISTANT REGISTRAR OF TITLES
(E-4)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 44 OF THE ELECTRICITY INDUSTRY ACT 1993	EASTERN ENERGY LIMITED	
(E-5)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL	
(E-5)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	
(E-5)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 44 OF THE ELECTRICITY INDUSTRY ACT	EASTERN ENERGY LIMITED	SHEET 1 OF 3 SHEETS

 breese pitt dixon pty ltd 1 alfred street,hawthorn,vic 3122 ph:9818 0301 fax:9819 5597	LICENSED SURVEYOR GEOFF W. HUMPHREY SIGNATURE DATE 14 / 04 / 99 REF: 3176/6A VERSION 4	 DATE 25 / 5 / 1999 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED F.S.	DATE 14/04/99	



SPPS412796G-2-6

PLAN OF SUBDIVISION

STAGE No.

--

PLAN NUMBER

PS 4 12796G

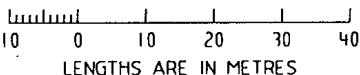


breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

ORIGINAL

SHEET SCALE
SIZE 1:800
A3

SCALE



LICENSED SURVEYOR GEOFF W. HUMPHREY

SIGNATURE DATE 15/04/99

REF: 3176/6A

VERSION 4

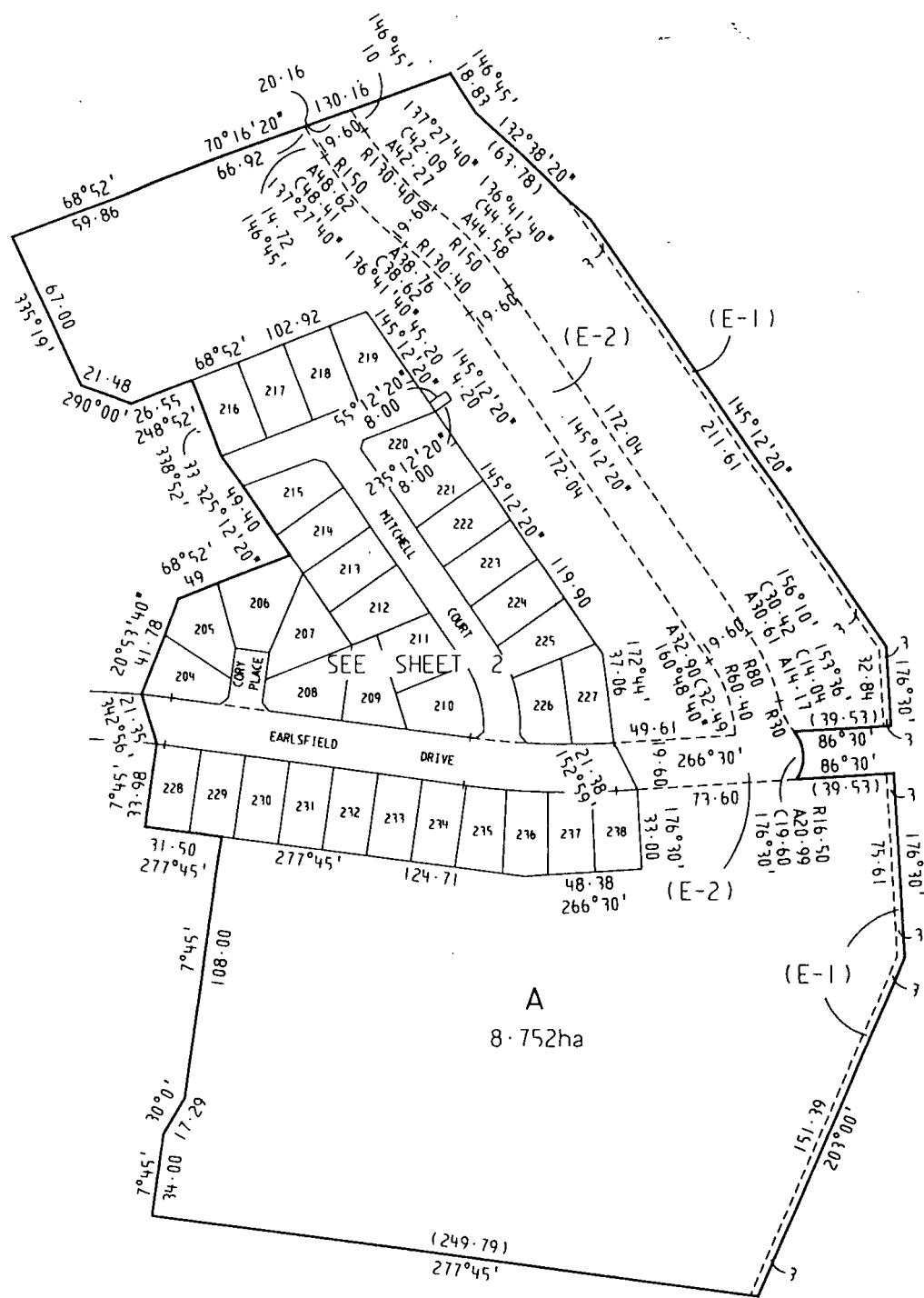
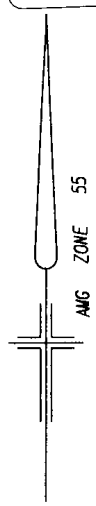
SHEET 2 OF 3 SHEETS

DATE 25/5/99

COUNCIL DELEGATE SIGNATURE

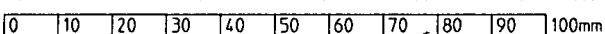


PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	PS 4 12796G



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

ORIGINAL SHEET SIZE A3	SCALE 1:2000	LENGTHS ARE IN METRES	LICENSED SURVEYOR GEOFF W. HUMPHREY	SIGNATURE	DATE 14/04/99	VERSION 4	SHEET 3 OF 3 SHEETS
			REF: 3176/6A				DATE 25/5/99
							COUNCIL DELEGATE SIGNATURE



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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref.:

Customer Code:

SUNCORP - METWAY LTD

1943K



X054027T
220900 0902 45 224

T2
ffice



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10450 Folio 693 being Lot 217 on PS412796G

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

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$224,150.00

Transferor: (full name)

DALMONT BAY PTY. LTD. ACN 068 512 505



Transferee: (full name and address including post code)

STEVEN JACK CLEMMETT and KAY MARIE CLEMMETT both of Lot 217 Mitchell Court, Berwick Vic 3806 as joint proprietors.

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

AND the said Transferees for themselves, their heirs, executors administrators and Transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof (hereinafter referred to as "The Transferees") DO HEREBY and as a separate Covenant COVENANT with the said TRANSFEROR its successors assigns and transferees and others the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision No. 412796G and every part or parts thereof (other than the lot hereby transferred) that the Transferees will not, and the Transferees hereby Covenant that they will not:

Continued on T2 Page 2

Approval No. 571987L

ORDER TO REGISTER

Please register and issue title to

T2

Signed

Cust. Code:

STAMP DUTY USE ONLY

Victorian stamp duty

\$ 2080.00

Consid: 895,000.00

Date 19/9/00

AP number 420

Trans No: 1820/2000

GMS Legal Service Agency

Signature



THE BACK OF THIS FORM MUST NOT BE USED

Blue Star Office L71A

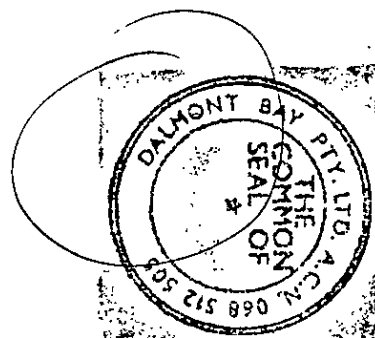
- (a) Erect or cause to be erected or allow to remain on the lot hereby transferred any dwelling other than a dwelling having a clear floor area of not less than 170 square metres and with the outer walls thereof being constructed of brick or brick veneer with the inclusion not more than 20 per centum of the outer surface in timber, or glass, excluding windows.
- (b) Erect or cause to be erected or allow to remain on the lot hereby transferred any garage or carport other than a garage or carport which is of brick or brick veneer constructions;
- (c) Erect or cause to be erected or allow to remain on the lot hereby transferred any other type of shed including garden shed of a size greater than four square metres;
- (d) Keep within the boundaries of the lot hereby transferred more than two of any species of animal or bird;
- (e) Cause or allow the lot hereby transferred to be re-subdivided into smaller allotments either by way of Plan of Subdivision, Strata Subdivision or Cluster Titles.

— AND it is intended that this Covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect to the lot hereby transferred and further that this covenant shall further run at law.

Dated: DO NOT DATE
31/8/00

Execution and attestation:

THE COMMON SEAL of DALMONT BAY PTY. LTD.)
was hereunto affixed in accordance with its)
Articles of Association in the presence of:)



Director: [Signature]

Secretary: [Signature]

Full name: SOHAIL MONDOUS

Full name: NAILA MONDOUS

Usual address: 18 LEEMAN CRES
BERWICK 3806.

Usual address: 18 LEEMAN CRES
BERWICK 3806.

SIGNED by the Transferees
in the presence of:

Witness: [Signature]

[Signature]
SJ Clemmett
K.M. Clemmett
K M Clemmett.

Approval No. 571987L

T2 Page 2

X054027T
220900 0902 45 224



X054027T-2-4

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REGD.

040589 1015 Miss \$45 P168642^E

P168642E

Form 9.1

Lodged by City of Berwick
Code 2879L

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 *Planning and Environment Act 1987*
for ENTRY OF A MEMORANDUM OF
AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement
with the parties named for the land described requires that a memorandum of the
Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

VOLUME 9582, FOLIO 354 AND VOLUME 9582 FOLIO 352

Excepting Thereout To Land
Transferred by M680905T
10140-350
to
10140 (B.1)

ADDRESS OF THE LAND

CROWN ALLOTMENT PART 31C AND CROWN ALLOTMENT PART 31E

PARISH OF BERWICK, SOLDIERS ROAD, BERWICK

RESPONSIBLE AUTHORITY (name and address)

CITY OF BERWICK

PLANNING SCHEME

BERWICK PLANNING SCHEME

AGREEMENT DATE

16 MAY, 1989

AGREEMENT WITH (name and address)

HOOKE CORPORATION LTD AND ALLEN'S
VEGETABLE FARMS PTY LTD

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority B. J. [Signature]

Name of Officer CITY MANAGER

Date 12/9/89

evidence obtained
from provisional
liquidator of the
company that
the land in
Certificate of Title

Vol. 9582 Fol 352
excepting land in
Transfer M680905T
endorsed by covenant
of agreement.

[Signature]
Deputed Registrar of Titles
11/11/89

INDEXED 89/13262
APR

AGREEMENT
has been entered in the Registrar's BOOK
p 915063
Amended
23-7-90



*See Substituted
Application
herewith
A*

APPLICATION FOR REGISTRATION OF A MEMORANDUM OF AGREEMENT

The Mayor, Councillors and Citizens of the City of Berwick of Princes Highway, Narre Warren, hereby apply pursuant to Section 181 of the Planning and Environment Act 1987 for a memorandum of the attached agreement dated 18 April, 1989 to be entered on Certificate of Title, Volume 9582, Folio 354 and Volume 9582, Folio 352 by the Registrar of Titles.

The covenants the subject of the application and agreement are intended to run with the land affected.

THE COMMON SEAL OF THE MAYOR)
COUNCILLORS AND CITIZENS OF)
THE CITY OF BERWICK was)
hereunto affixed in the)
presence of:)

..... Town Clerk

..... Councillor

..... Councillor

2 May, 1989

THIS AGREEMENT is made the eighteenth day of April 1989
B E T W E E N :

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF BERWICK (the Council)

of the first part

ALLEN'S VEGETABLE FARMS PTY. LTD.
of 7 Sheringham Drive, Glen Waverley
(the Vendor)

of the second part

HOOKEER CORPORATION LIMITED
of 2107 Princes Highway, Clayton
(the Purchaser)

of the third part

- and -

R.V.A. PTY. LTD.
of 7 Sheringham Drive, Glen Waverley
(the Mortgagee)

of the fourth part

WHEREAS :

- A. The Vendor is or is entitled to be registered at the Office of Titles as the registered proprietor of all those parcels of land described in the First Schedule hereto (the land) being the land delineated and coloured blue on the plan attached hereto and marked with the letter "A".
- B. The Purchaser has entered into a contract of sale dated the 29th day of June 1988 (the contract of sale) to purchase the land from the Vendor.

THIS AGREEMENT is made the eighteenth day of April 1989

- 2 -

- C. The Council is the Responsible Authority under the Planning and Environment Act 1987 (the Act) under the Berwick Planning Scheme (the Planning Scheme) and is also the Planning Authority pursuant to the Act for the local section of the Planning Scheme.
- D. The Minister for Planning and Environment (the Minister) has in accordance with Section 8 of the Act placed on public exhibition Amendment L3 to the Planning Scheme under which it is proposed, inter alia, to rezone the land from Corridor to include it in a Reserved Living Zone (the Amendment).
- E. The Council has lodged a submission with the Minister objecting to the approval of the Amendment in its present form. Discussions have taken place between the Council and the Purchaser and it is has been agreed that the Council will withdraw its opposition to the rezoning of the land provided -
- .1 the land is included in a Berwick Residential - Normal Density Zone under the Planning Scheme; and
 - .2 an agreement is entered into pursuant to Section 173 of the Act under which the Purchaser agrees to construct sound attenuation mounds along and within the freeway reservation where it abuts the land on its south side.
- F. The Mortgagee is the Mortgagee under Mortgage No. M712836P which encumbers the land.
- G. The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173 of the Act.

- 3 -

NOW THIS AGREEMENT WITNESSETH as follows :-

1. INTERPRETATIONS

In this Agreement unless inconsistent with the context or subject matter :

- 1.1. "Amendment" means the Amendment to the local section of the Planning Scheme referred to in Recital D hereof;
- 1.2. "the land" means the land described in the First Schedule hereto or any part thereof;
- 1.3. "the Planning Scheme" means the Berwick Planning Scheme or any amendment thereof or any planning scheme made by the Minister in place thereof;
- 1.4. "the noise attenuation mounds" means the noise attenuation mounts generally described in the Second Schedule hereto and the construction plans attached hereto and marked with the letters "B.1" and "B.2" (the construction plans) between the chainages shown on the plan attached hereto and marked with the letter "B.2" along and within the freeway reservation where it abuts the land.

2. OBLIGATIONS OF THE COUNCIL

Subject to the Purchaser complying with its obligations hereunder the Council agrees to do all things reasonably necessary to support and expedite the approval of the Amendment insofar as it relates to the land on the basis that the land will be included in a Berwick Residential - Normal Density Zone and thereafter the obtaining of any planning permit for the subdivision and residential development of the land.

- 4 -

3. COVENANTS OF THE PURCHASER

The Purchaser with the intent that the burden of its covenants hereunder shall run with the land pursuant to Section 182 of the Act hereby covenants and agrees that upon and after the date of publication of notice of approval of the Amendment (insofar as it applies to the land) in the Government Gazette pursuant to Section 36 of the Act (the approval date) it will -

- 3.1. construct and place in position progressively and within six months of the approval (such approval being evidenced by the sealing by the Council under the Local Government Act 1958 or the certification by the Council under the Subdivision Act 1988 as the case may be) of any plan of subdivision for a stage of subdivision which abuts or adjoins the freeway reservation the noise attenuation mounds in accordance with the construction plans and detailed plans and specifications approved of by the Council and to the reasonable satisfaction of the Council and thereafter to repair maintain and make good any defects for a period of three months following the completion of construction of the noise attenuation mounds;
- 3.2. if the Purchaser shall default in the carrying out of the construction of placing in position of the noise attenuation mounds referred to in the preceding sub-clause within the time specified, pay to the Council on demand the cost estimated by the Council of

- 5 -

the Council carrying out the construction of the noise attenuation mounds for each stage of subdivision where there is a default;

- 3.3. do all things necessary to enable a memorandum of this Agreement to be entered on the title or titles to the land in accordance with Section 181 of the Act;
- 3.4. pay the costs of the Council of and in connection with the preparation and execution of this Agreement and the lodging of a memorandum of the Agreement at the Land Titles Office and, further, pay any costs which may be incurred by the Council as a result of any breach or failure by the Purchaser to comply with its covenants agreements and obligations under this Agreement;
- 3.5. do all things necessary, including the signing of any further agreements undertakings covenants consents approvals or other documents necessary for the purpose of ensuring that it carries out its covenants agreements and obligations hereunder and to enable the Council to enforce the performance by the Purchaser of such covenants agreements and undertakings.

4. GENERAL

- 4.1. Any time or other indulgence granted by the Council to the Purchaser or any variation of the terms or conditions of this Agreement or any judgement or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

- 6 -

4.2. If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

5. APPROVAL OF AMENDMENT

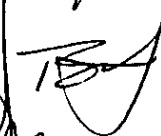
In the event that the Amendment is not approved within twenty-four (24) months from the date of this Agreement the Agreement shall unless the parties mutually agree in writing to extend the said twenty-four (24) month period end and the Council may request the Minister to abandon the Amendment insofar as it affects the land and the Agreement shall in accordance with Section 177 of the Act thereupon end.

6. MORTGAGEE'S CONSENT

The Mortgagee consents to the Purchaser entering into this Agreement with the Council

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF)
THE CITY OF BERWICK was here-)
unto affixed in the presence)
of :)


~~Mayor~~ Councillor

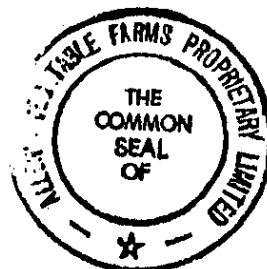
Councillor

Town Clerk

- 7 -

THE COMMON SEAL of ALLEN'S)
VEGETABLE FARMS PTY. LTD. was)
hereunto affixed in accordance)
with its Articles of)
Association in the presence)
of :

L. Allen



EXECUTED BY HOOKER CORPORATION)
LIMITED by being signed by its)
Attorney CHARLES BRUCE MITCHELL)
under Power of Attorney dated)
2nd October 1985 in the)
presence of :

Charles Bruce Mitchell

[Handwritten signature]

THE COMMON SEAL of R.V.A. PTY.)
LTD. was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of :

R Allen



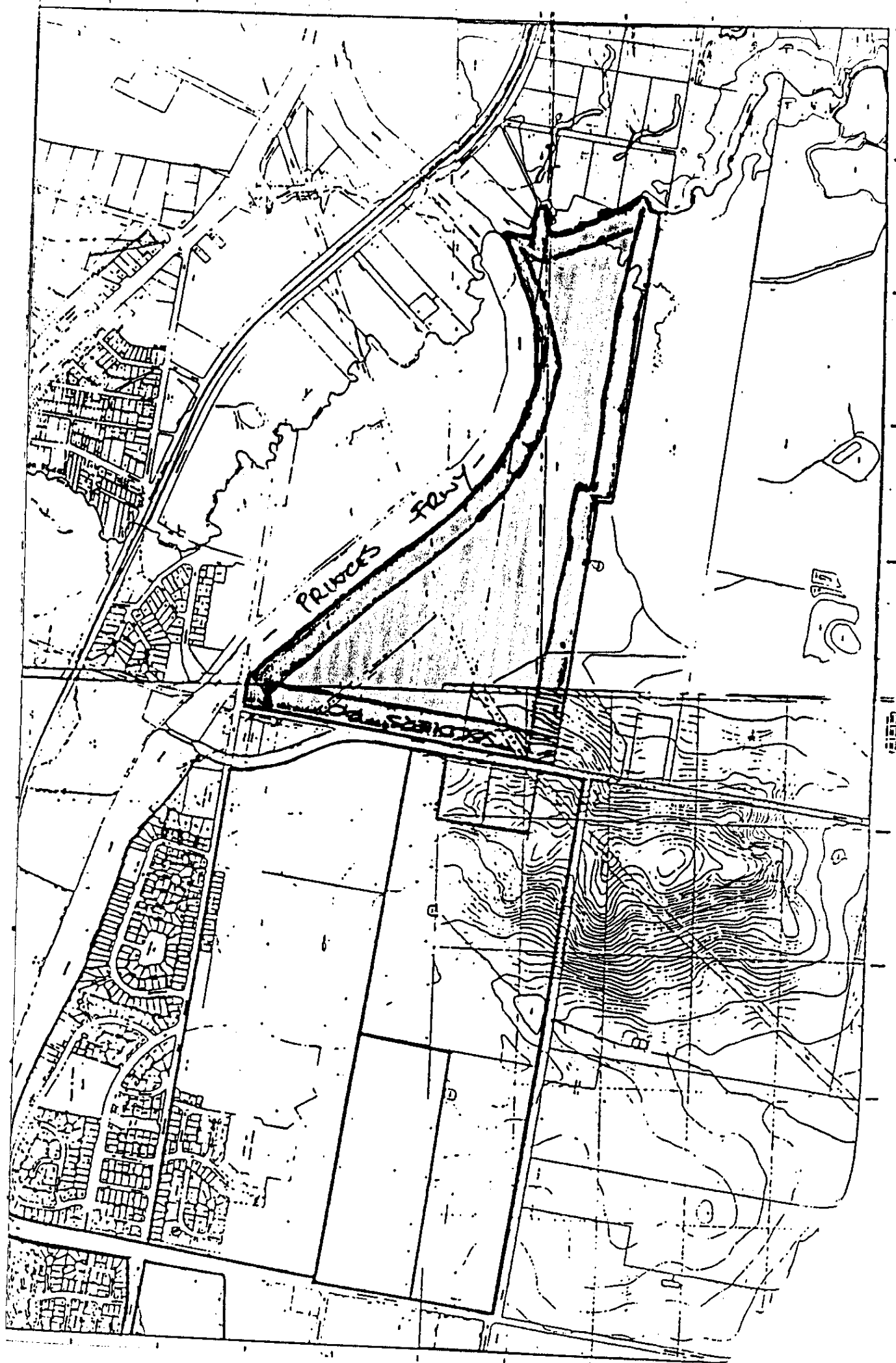
- 8 -

FIRST SCHEDULE

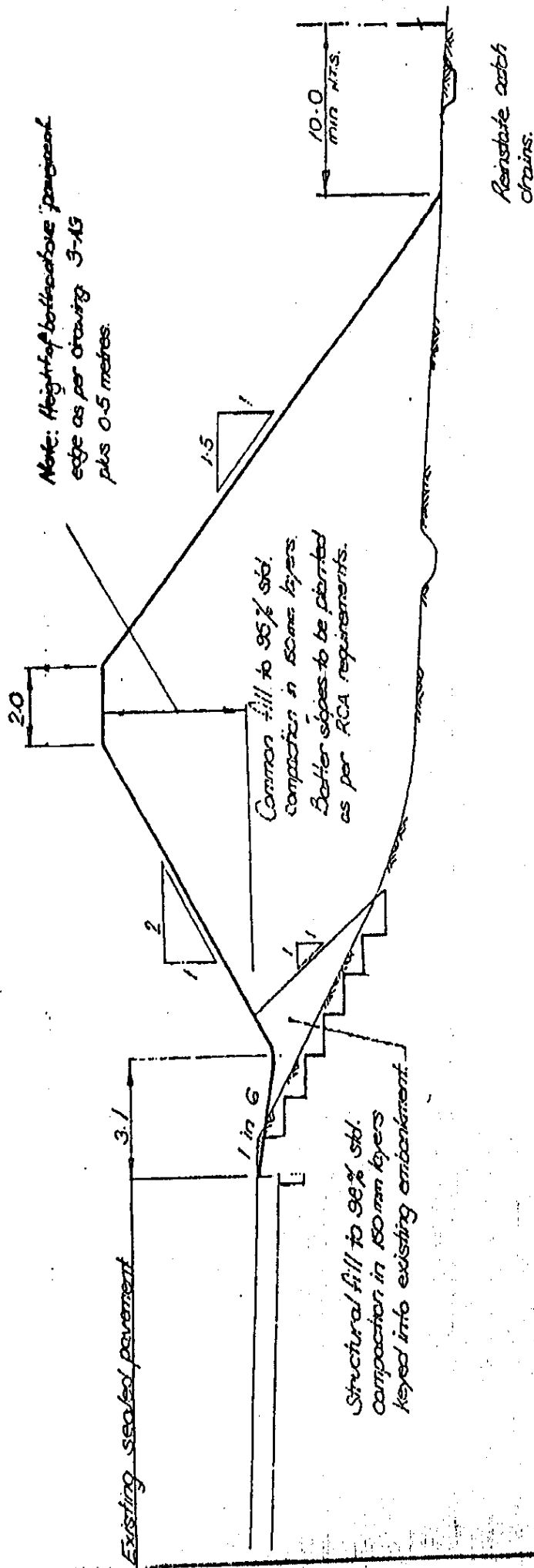
g the land described in Certificates of Title Volume
2 Folio 354 and Volume 9582 Folio 352.

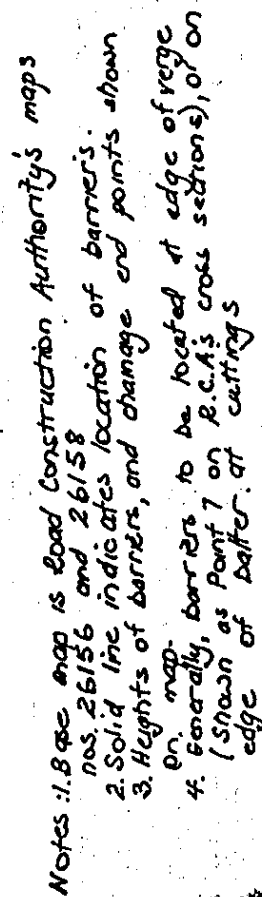
SECOND SCHEDULE

noise attenuation mounds shall be constructed generally in
location and to the detail shown in the "construction
wings" attached hereto and in accordance with detailed
struction plans and specification prepared in accordance
n the requirements contained in the Road Construction Authority's
ter and appendix to the Council dated 30th August, 1988. under
A. reference 130/P88/3.



B.I.





TIME PRINCES Freeway-Borwick Section
Easements Required for the Residential
Development of All the Subject Land
4154 250 Heavilly

BRADSHAW - HARRING & ASSOCIATES PTY. LTD.

Comments in Acoustics, Noise and Vibration

251. CANTERBURY ROAD

**288, CANTERBURY ROAD
SUNSEY HILLS VICTORIA 3127**

TELEPHONE 830 4022

DRG. No.	REVISION
----------	----------

Lodged by city of Berwick
Code 2879L

VICTORIA

NOTIFICATION BY A RESPONSIBLE
AUTHORITY under Section 183 *Planning and
Environment Act 1987* of AMENDMENT TO AN
AGREEMENT under Section 173 of the Act.

The Responsible Authority advises that the Agreement for the land referred to has been
amended and requires the memorandum to be altered accordingly.

LAND (insert Certificate of Title Volume and Folio)

Volume 9582 Folio 354 Volume 9582 Folio 352

ADDRESS OF THE LAND

Crown Allotment Part 31C Crown Allotment Part 31E

AGREEMENT APPLICATION NUMBER (insert Land Titles Office reference)

P168642E

RESPONSIBLE AUTHORITY (name and address)

City of Berwick, Princes Highway, Narre Warren

DETAILS OF AMENDMENT

The Agreement has been amended in accordance with the terms of the Deed of
Amendment to an Agreement, a copy of which is attached.

Signature for the Responsible Authority [Signature]

Name of Officer City Manager

Date 18-7-90

A memorandum of the within instrument
has been entered in the Register Book



THIS FIRST SUPPLEMENTARY AGREEMENT is made 16th day of May
1989

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS
of THE CITY OF BERWICK (the Council)

of the first part

ALLEN'S VEGETABLE FARMS PTY. LTD.
of 7 Sheringham Drive, Glen Waverley
(the Vendor)

of the second part

HOOKE CORPORATION LIMITED
Of 2107 Princes Highway, Clayton
(the Purchaser)

of the third part

- and -

R.V.A. PTY. LTD.
of 7 Sheringham Drive, Glen Waverley
(the Mortgagee)

of the fourth part

WHEREAS:

- A. The Council, the Vendor, the Purchaser and the Mortgagee entered into an Agreement on the 18th day of April 1989 (the Principal Agreement) which provided that the Purchaser would construct noise attenuation mounds on land adjoining the freeway reservation.
- B. The parties desire to amend the Principal Agreement in the manner set out herein.

- 2 -

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That after Clause 6 - Mortgagee's Consent - of the Principal Agreement, the following clause be inserted:-

"7. ADDITIONAL MATTERS

- 7.1 Notwithstanding the present or future zoning of the land under the Berwick Planning Scheme, the Purchaser agrees that it will only subdivide the land in accordance with the requirements of the Berwick Residential - Normal Density Zone (as amended) under the Planning Scheme.
- 7.2 On the basis of the undertaking set out in the preceding sub-clause the Council will advise the Ministry for Planning and Environment that it withdraws its submission lodged in respect of the Amendment insofar as it relates to the land.
- 7.3 In the event of any inconsistency between the provisions of this agreement and the provisions of any further or further supplementary agreements affecting the land then the provisions of this agreement shall prevail where such provisions are not contrary to the provisions of the Berwick Planning Scheme.

2. In all other respects the provisions of the Principal Agreement are hereby ratified and confirmed by the Council, the Vendor, the Purchaser and the Mortgagee.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

- 3 -

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF)
THE CITY OF BERWICK was here-)
unto affixed in the presence)
of:)

Camrynus
TSJ
Alle

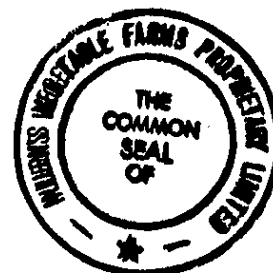
Camrynus
Mayor

Councillor

Town Clerk

THE COMMON SEAL of ALLEN'S)
VEGETABLE FARMS PTY. LTD. was)
hereunto affixed in accordance)
with its Articles of)
Association in the presence)
of:)

L. Allen



EXECUTED BY HOOKER CORPORATION)
LIMITED by being signed by its)
Attorney CHARLES BRUCE MITCHELL)
under Power of Attorney dated)
2nd October 1985 in the)
presence of:)

J. Sabulski

[Signature]

THE COMMON SEAL of R.V.A. PTY.)
LTD. was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)

L. Allen



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/C072745
Your Reference: 25MARTIN-S8

Issue Date: 10 October 2025

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

Property Number:	71281
Property Address:	8 Mitchell Court BERWICK VIC 3806
Property Description:	Lot 217 PS 412796G
Land Area:	660 sqm

Valuation Date	01/07/2025	Effective Date	01/07/2025
Site Value	\$585,000		
Capital Improved Value	\$815,000		
Net Annual Value	\$40,750		

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 2026

Rate Category		
Current Year's General Rates	1,787.42	
Current Year's Garbage Charge	468.00	
Current Year's ESVF Levy	277.00	
Current Rates Year's Charges - SUB TOTAL		2,532.42
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$2,532.42

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

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



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/C072745**.

A handwritten signature in black ink, appearing to read "Jo Kaylock".

Jo Kaylock

Head of Revenue and Rating

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

Electronic Payments

Biller Code: 8995 Ref: 00712814

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

Spin Conveyancing
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 217 8 MITCHELL COURT
BERWICK 3806
217 PS 412796

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54N//16152/00008	LANDATA CER 78368581-030-9	09 OCTOBER 2025	50495283

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	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		<u>\$176.08</u>

TOTAL UNPAID BALANCE \$176.08

- The meter at the property was last read on 30/07/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$3.26 per day

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

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

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

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

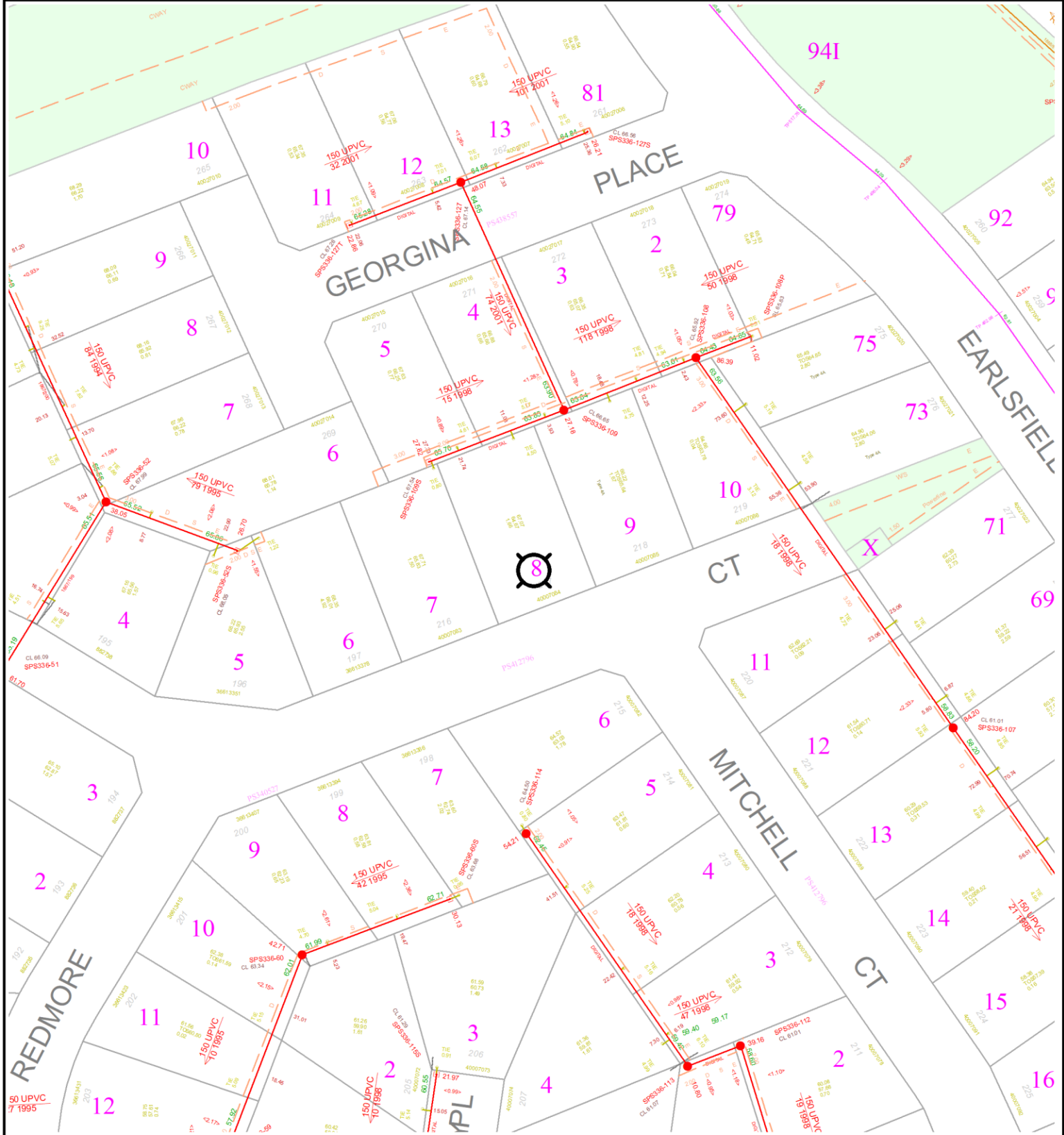
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

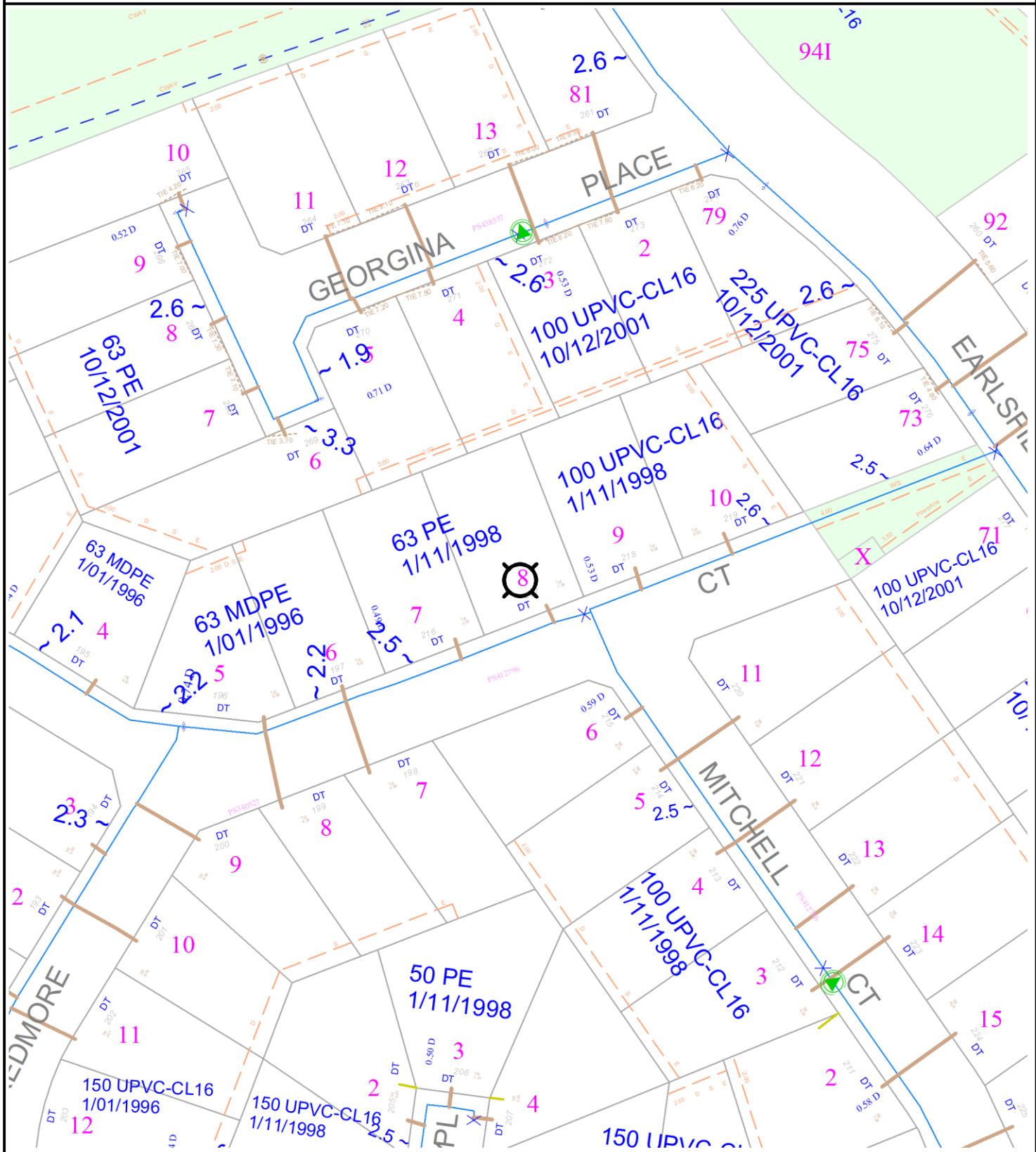


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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

Melbourne Water Assets

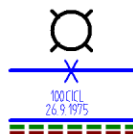
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway
● Maintenance Hole	- - - - - Channel Drain	□ Underground Drain M.H.



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

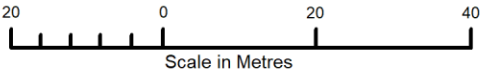
- Hydrant
- Fireplug/Washout
- Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

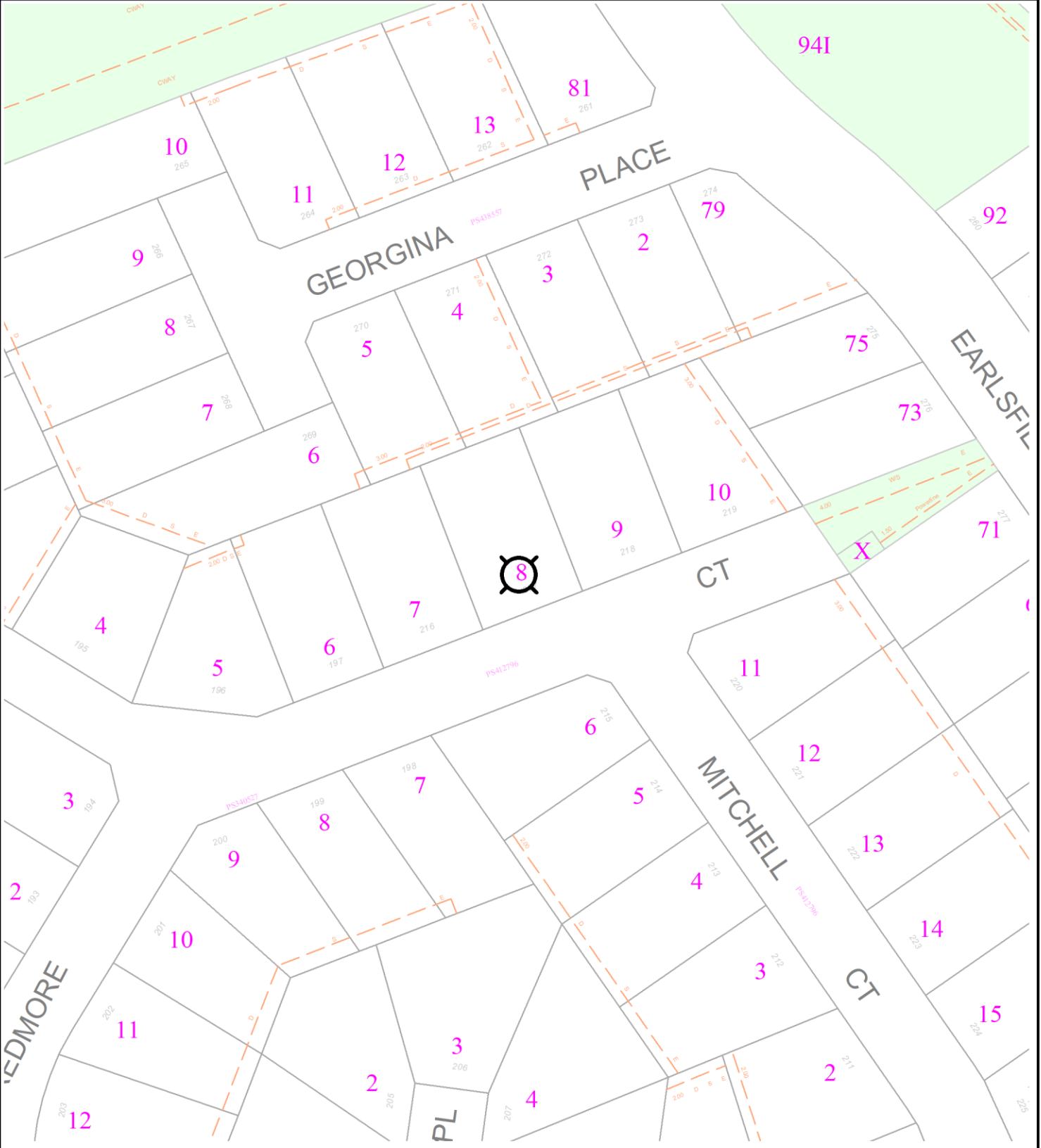
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 217 8 MITCHELL COURT BERWICK 3806



Case Number: 50495283

Date: 09OCTOBER2025



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

Created at 04 October 2025 01:20 AM

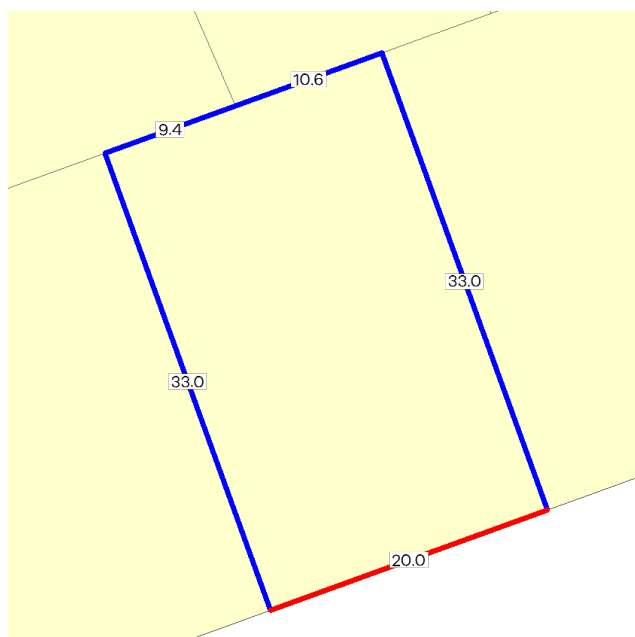
PROPERTY DETAILS

Address: **8 MITCHELL COURT BERWICK 3806**
Lot and Plan Number: **Lot 217 PS412796**
Standard Parcel Identifier (SPI): **217\PS412796**
Local Government Area (Council): **CASEY**
Council Property Number: **71281**
Directory Reference: **Melway 131 H3**

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: 660 sq. m

Perimeter: 106 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.

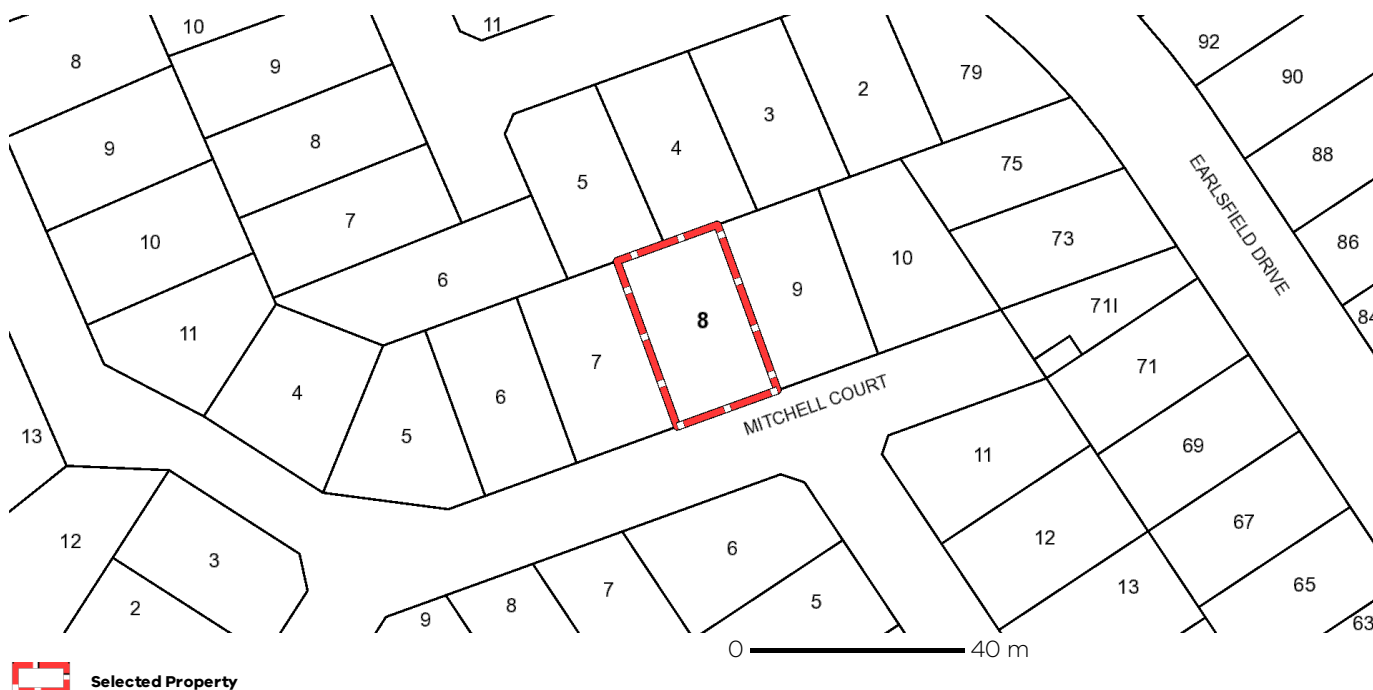
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 October 2025 01:20 AM

PROPERTY DETAILS

Address: **8 MITCHELL COURT BERWICK 3806**

Lot and Plan Number: **Lot 217 PS412796**

Standard Parcel Identifier (SPI): **217\PS412796**

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

Council Property Number: **71281**

Planning Scheme: **Casey**

Directory Reference: **Melway 131 H3**

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

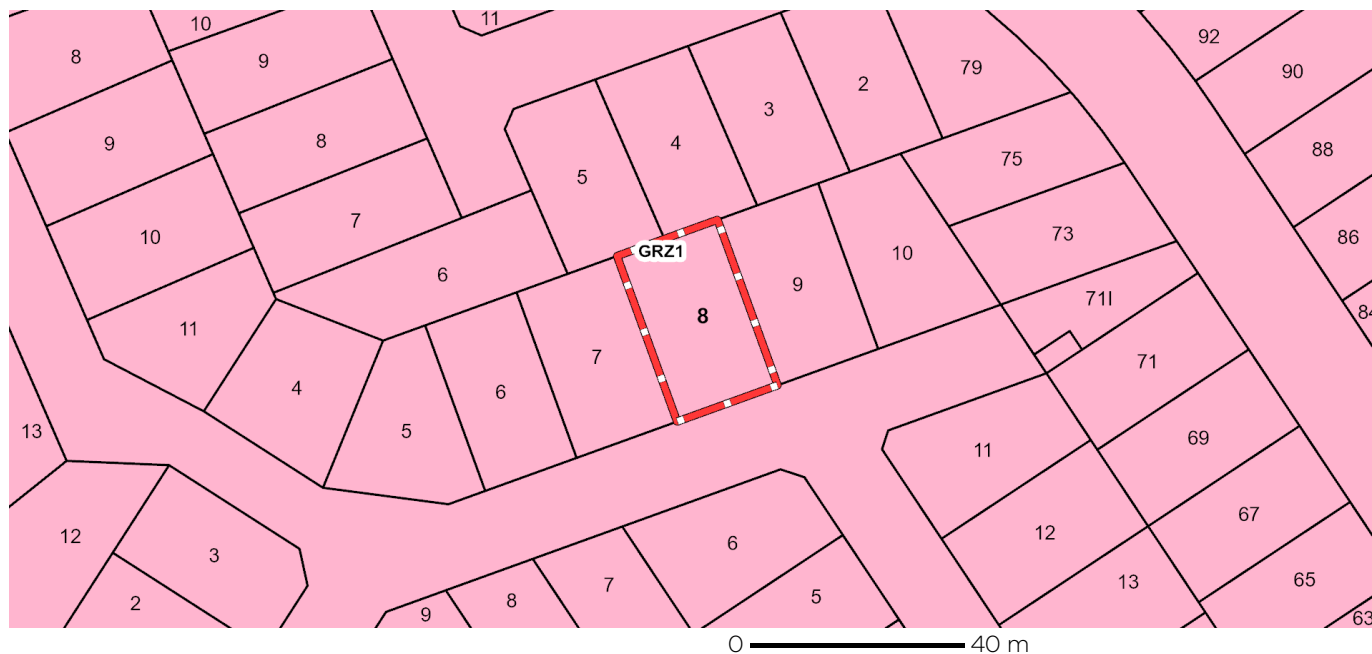
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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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.vic.gov.au/disclaimer>

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

Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

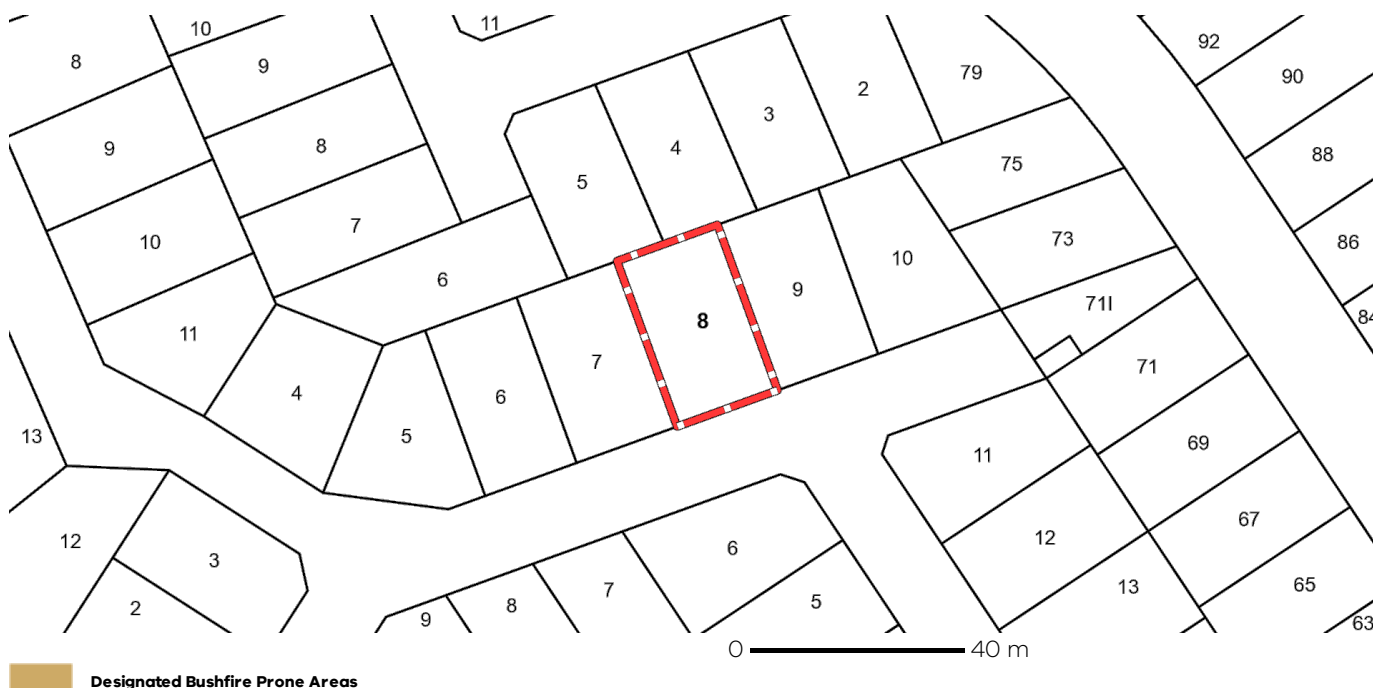
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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