

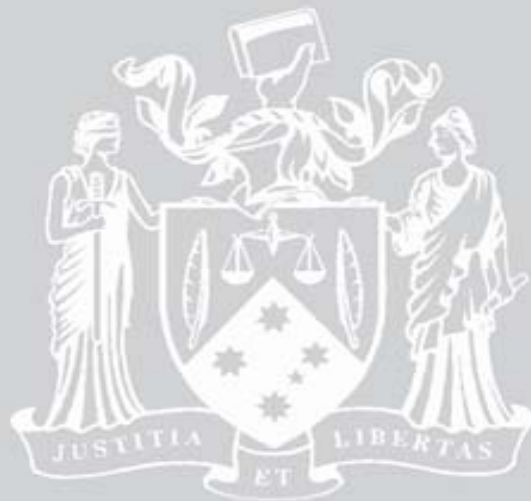


# Contract of sale of land

Property:

**Unit 2 58 Rankins Road, Kensington, Victoria 3031**

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Ref: CLG:9634800



# Contract of sale of land

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2021

**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:** .....

..... on ...../...../2021

**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

Name: Edward Thomas Estate Agents

Address: 488 Macaulay Road, Kensington, Victoria 3031

Email: ethomas@edwardthomas.com.au

Tel: (03) 9376 3322

Mob: 0418 353 357

Fax:

Ref: Edward Thomas

## Vendor

Name: Robyn Joy Curnow

Address:

## Vendor's legal practitioner or conveyancer

Name: Hunt & Hunt

Address: Level 5, 114 William Street, Melbourne, Victoria 3000

Email: cstewart@huntvic.com.au

Tel: 03 8602 9200

Mob:

Fax: 03 8602 9299

Ref: CLG:9634800

## Purchaser

Name:

Address:

ABN/ACN:

Email:

## Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Fax:

DX:

Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10884 Folio 291	2	528667W

The land includes all improvements and fixtures.

## Property address

The address of the land is Unit 2 58 Rankins Road, Kensington, Victoria 3131

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

All fixed floor coverings, light fittings and window furnishings as inspected

**Payment**

Price \$

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

Balance \$ payable at settlement

**Deposit bond**

~~General condition 15 applies only if the box is checked~~

**Bank guarantee**

~~General condition 16 applies only if the box is checked~~

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

~~**Terms contract** (general condition 30)~~

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

## ANNEXURE – SPECIAL CONDITIONS

### 1. Changes to general conditions

The following changes are made to the general conditions:

- (a) general condition 3 (guarantee) is amended by replacing "if the purchaser is a proprietary limited company" with "in the form of the guarantee and indemnity in Schedule 1 if the purchaser is not:
  - (1) a corporation listed on the Australian Stock Exchange;
  - (2) a trustee company authorised under the *Trustee Companies Act 1984*;
  - (3) a custodian or responsible entity authorised under the *Corporations Act 2001* (Cth); or
  - (4) a Crown instrumentality constituted under a special act of Parliament."
- (b) general condition 9 (consents) is deleted;
- (c) general condition 12 (builder warranty insurance) is deleted; and
- (d) general conditions 31.4, 31.5 and 31.6 are deleted.

### 2. Planning and building

2.1 The purchaser buys the property subject to:

- (a) all restrictions on the use and development of the property under the planning scheme which affects the property;
- (b) the conditions and restrictions contained in any planning permit or other planning instrument which affects or may affect the land or the land's use or development;
- (c) any plan or scheme imposed or constituted by any legislation or imposed by any authority empowered by legislation to control the use or development of the property; and
- (d) the buildings, improvements, fixtures and any other works as they stand, whether or not building permits, occupancy permits, certificates of occupancy or certificates of final inspection have been obtained for any building work (as defined by the *Building Act 1993*) that has been carried out on the property.

2.2 None of the restrictions, controls or matters set out in this special condition affects the validity of this contract or constitutes a defect in the vendor's title. The purchaser must not object, seek compensation or refuse to complete this contract because of any of those restrictions, controls or matters.

### 3. Purchaser acknowledgments

3.1 The purchaser acknowledges that:

- (a) this contract contains all the terms and conditions of the sale of the property by the vendor to the purchaser;
- (b) neither the vendor nor the vendor's estate agent has made any promise, representation or warranty that has induced the purchaser to enter into this contract;
- (c) the vendor's estate agent, the vendor's legal practitioners and any consultant, agent or employee or anyone else acting or purporting to act on behalf of the vendor did not



have any authority to make any promise, representation or warranty that is not included in this contract;

- (d) the purchaser has been given every opportunity to inspect the property, has done so and has purchased it as a result of the purchaser's own inspection and inquiries and despite all defects and impediments that are or might exist in or on the property;
- (e) the purchaser has been given a copy of this contract before it has been signed and before any public auction. Consequently, the purchaser has been given every opportunity to negotiate the terms and conditions of this contract and has purchased the property on the terms and conditions as stated in this contract;
- (f) the vendor has not represented, warranted or guaranteed that there are no encroachments on, over or affecting the land or any adjoining land, and this sale is subject to any encroachments that may exist;
- (g) 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;
- (h) the vendor has not represented, warranted or guaranteed that:
  - (1) the improvements purporting to be on the property are wholly on the land; or
  - (2) the improvements situated wholly or partly on adjoining land do not encroach on the land;
- (i) the property is purchased subject to the existence or otherwise of approvals, consents, permits, certificates and licences from authorities about the property including:
  - (1) any conditions attaching to them; and
  - (2) any failure to comply with them;
- (j) the property is purchased despite the existence, material, serious or otherwise, of any contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance or asbestos;
- (k) all improvements on the property are sold in their state of repair and condition as at the day of sale and the purchaser must not require the vendor to add to, replace, repair, reinstate or reconstruct them;
- (l) the vendor has not represented, warranted or guaranteed:
  - (1) that the property is suitable for any specific development or may generally be developed in any way;
  - (2) that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
  - (3) the use to which the property may be physically or lawfully put, either presently or in the future; and
- (m) the purchaser has inspected all council records and other publicly available records in relation to all adjacent properties and nearby properties and has purchased the property as a result of the purchaser's own due diligence and investigations in relation to any planning permits, building permits and development proposals in relation to all adjacent properties and nearby properties that may affect, in any way, the amenity, development or development potential of the property being purchased under this contract.

# 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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to 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 vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

## Money

### 14. DEPOSIT

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

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

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

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

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## 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.

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## **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**

**Robyn Joy Curnow (vendor)**

# Guarantee & indemnity

for Unit 2 58 Rankins Road, Kensington Victoria  
3031

## Guarantee & indemnity

1. The vendor has entered into the contract in consideration of the request of each guarantor named or described in the signing clause (each of whom is described as “the guarantor”).
2. The guarantor guarantees to the vendor due and punctual payment and performance by the purchaser of:
  - (a) the price and each part of it;
  - (b) all other money; and
  - (c) the terms and conditions,to be paid, observed or performed by the purchaser under the contract.
3. The guarantor indemnifies and agrees to keep indemnified the vendor against all loss or damage suffered or incurred by the vendor as a result of any default by the purchaser in any payment under the contract or in the observance or performance by the purchaser of the covenants and conditions of the contract.
4. The guarantor covenants with the vendor that the guarantor will:
  - (a) pay to the vendor an amount equal to the total loss or damage caused to or incurred by the vendor; and
  - (b) do all other acts and things as the vendor may require to place the vendor in as good a position as the vendor would otherwise have been,if for any reason:
  - (c) the purchaser ceases to be bound by all or any of the terms of the contract; or
  - (d) the obligations of the purchaser under the contract are abrogated, diminished or modified in any way, otherwise than by performance of all of the purchaser's obligations or express agreement in writing to which the vendor is a party.
5. The guarantor's obligations under clause 4 remain even if the purchaser's obligations are abrogated, diminished or modified by operation of law, disclaimer of the contract by a liquidator or any other person who is or purports to be entitled by law to disclaim it or otherwise.
6. The obligations of the guarantor under clause 4 are original and independent and not by way of surety.
7. The guarantor is not released from liability under this guarantee and indemnity except by:
  - (a) payment in full of the price and the other money payable under the contract;
  - (b) performance and observance of all of the obligations of the purchaser under the contract; and
  - (c) payment of all money payable under this guarantee and indemnity.
8. This guarantee and indemnity is not affected by:



- (a) any waiver or indulgence, whether as to time or otherwise;
  - (b) any variation of the terms of the contract;
  - (c) any assignment, renewal or extension of the contract which the vendor and purchaser may agree;
  - (d) any want of capacity or of due execution by the purchaser;
  - (e) rescission or repudiation of the contract; or
  - (f) any other matter or thing which but for this clause would modify or abrogate the liability of the guarantor.
9. The guarantor must not compete with the vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the purchaser.
10. This guarantee and indemnity is continuing and is not discharged by the winding up or death of the vendor, the death of the purchaser or the death of the guarantor. This guarantee binds the successors and legal personal representatives of the guarantor.
11. The obligations of each guarantor are both joint and individual.
12. In this document:
- (a) "the contract" means the contract of sale of real estate to which this guarantee and indemnity is a schedule or attached;
  - (b) "loss" and "damage" include direct and indirect, special and consequential loss or damage;
  - (c) expressions used in the contract have the same meaning in this guarantee and indemnity;
  - (d) the singular means and includes the plural;
  - (e) references to the vendor are to each of them if there is more than one; and
  - (f) if there is more than one guarantor named or described in the signing clause, the fact that one of the guarantors has not executed this guarantee and indemnity does not affect the liability of the other guarantors.

**Executed as a deed on**

**2021**

**SIGNED SEALED AND DELIVERED** by

in the presence of:

Signature: .....

Signature: .....

Name: .....

PLEASE PRINT

**Witness**

**SIGNED SEALED AND DELIVERED** by

in the presence of:

Signature: .....

Signature: .....

Name: .....

PLEASE PRINT

**Witness**

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

**Land**

Volume 10884 Folio 291 – Unit 2 58 Rankins Road, Kensington Victoria 3031

**+ Vendor's  
name**

Robyn Joy Curnow

**Date**

18 / 01 / 2021

**+ Vendor's  
signature**



**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

## Important information

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### 1. FINANCIAL MATTERS

#### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) ~~\*Their total does not exceed:~~

\$

OR

(b) ~~\*Are contained in the attached certificate/s.~~

OR

(c) ~~\*Their amounts are:~~

	Authority		Amount		Interest (if any)
(1)		(1)	\$	(1)	\$
(2)		(2)	\$	(2)	\$
(3)		(3)	\$	(3)	\$
(4)		(4)	\$	(4)	\$

(d) ~~\*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.~~

\$

#### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$

To

Other particulars (including dates and times of payments:

#### 1.3 ~~Terms Contract~~

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

~~\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".~~

#### 1.4 ~~Sale Subject to Mortgage~~

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

~~\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".~~

<sup>1</sup> Other than any GST payable in accordance with the contract.

## 2. INSURANCE

### 2.1 ~~Damage and Destruction~~

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

~~(a) \*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.~~

~~OR~~

~~(b) \*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:~~

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

### 2.2 ~~Owner-Builder~~

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

~~(a) \*Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.~~

~~OR~~

~~(b) \*Particulars of any required insurance under the *Building Act 1993* are as follows:~~

Name of insurance company:	
Policy no:	Expiry date:

~~Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.~~

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

\*Is in the attached copies of title document/s.

OR

\*Is as follows:

--

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

None to the vendor's knowledge.
---------------------------------

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

\*Attached is a certificate with the required specified information.

OR

\*The required specified information is as follows:

(a) Name of planning scheme	Melbourne Planning Scheme
(b) Name of responsible authority	Melbourne City Council
(c) Zoning of the land	General Residential Zone – Schedule 1
(d) Name of planning overlay	Not applicable

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

\*Are contained in the attached certificates and/or statements.

OR

\*Are as follows:

_____
-------

### 4.2 Agricultural Chemicals

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

--

### 4.3 Compulsory Acquisition

~~The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:~~

--

## 5. BUILDING PERMITS

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

\*Are contained in the attached certificate.

OR

\*Are as follows:

_____
-------

## 6. OWNERS CORPORATION

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

~~6.1 \*Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.~~

~~OR~~

~~6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

~~OR~~

6.3 \*The owners corporation is an inactive owners corporation<sup>2</sup> in that it does not undertake annual general meetings or fix any fees. An annual insurance policy for buildings and public liability is obtained and the annual premium divided equally between the lot owners.

## 7. \*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

### ~~7.1 Work-in-Kind Agreement~~

~~This section 7.1 only applies if the land is subject to a work-in-kind agreement.~~

~~(a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an “X”~~

~~(b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”~~

~~(c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”~~

### ~~7.2 GAIC Recording~~

~~This section 7.2 only applies if there is a GAIC recording.~~

~~Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:~~

~~(a) \*Any certificate of release from liability to pay a GAIC~~

~~(b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC~~

~~(c) \*Any certificate of exemption from liability to pay a GAIC~~

~~(d) \*Any certificate of staged payment approval~~

~~(e) \*Any certificate of no GAIC liability~~

~~(f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability~~

~~(g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above~~

## 8. SERVICES

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

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

## 9. TITLE

Attached are copies of the following documents:

### 9.1 \*(a) Registered Title

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

## 10. SUBDIVISION

### 10.1 ~~Unregistered Subdivision~~

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

~~(a) \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

~~OR~~

~~(b) \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

### 10.2 ~~Staged Subdivision~~

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

~~(a) \*Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~

~~(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:~~

~~(c) The proposals relating to subsequent stages that are known to the vendor are as follows:~~

~~(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:~~

### 10.3 ~~Further Plan of Subdivision~~

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

~~(a) \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

~~OR~~

~~(b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~



**11. \*DISCLOSURE OF ENERGY INFORMATION**

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

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

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

~~\*Are contained in the attached building energy efficiency certificate.~~

~~OR~~

~~\*Are as follows:~~

**12. DUE DILIGENCE CHECKLIST**

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

**13. ATTACHMENTS**

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

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

Schedule 2 – Vendor's GST Withholding Notification for the purpose of Section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

<b>Vendor</b>	Robyn Joy Curnow
<b>Vendor's Address:</b>	Unit 2 58 Rankins Road, Kensington 3031
<b>ABN</b>	
	The registered proprietor is <u>not</u> registered for GST or required to be registered for GST.
<b>Purchaser</b>	The purchaser named in the Particulars of Sale
<b>Address of Property sold:</b>	Unit 2 58 Rankins Road, Kensington 3031
<b>Category of Property sold:</b>	Old or established residential premises
<b>Contract Price:</b>	Refer Price detailed in the Particulars of Sale
<b>GST Amount Purchaser is required to pay to Australian Taxation Office at</b>	<b>NIL</b> – The Purchaser is not required by section 14-250 of the <i>Taxation Administration Act 1953 (Cth)</i> to pay any amount to the Australian Taxation Office.

Register Search Statement - Volume 10884 Folio 291

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

VOLUME 10884 FOLIO 291

Security no : 124087566756W  
Produced 15/01/2021 12:13 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 528667W.  
PARENT TITLE Volume 08519 Folio 571  
Created by instrument PS528667W 24/06/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ROBYN JOY CURNOW of 586 CANNING STREET CARLTON NORTH VIC 3054  
AJ518532D 28/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT948083U 15/01/2021  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS528667W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT943853W (E)	CONV PCT & NOM ECT TO LC	Completed	14/01/2021
AT948082W (E)	DISCHARGE OF MORTGAGE	Registered	15/01/2021
AT948083U (E)	MORTGAGE	Registered	15/01/2021

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 58 RANKINS ROAD KENSINGTON VIC 3031

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS


Effective from 15/01/2021

OWNERS CORPORATIONS

-----  
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS528667W

DOCUMENT END

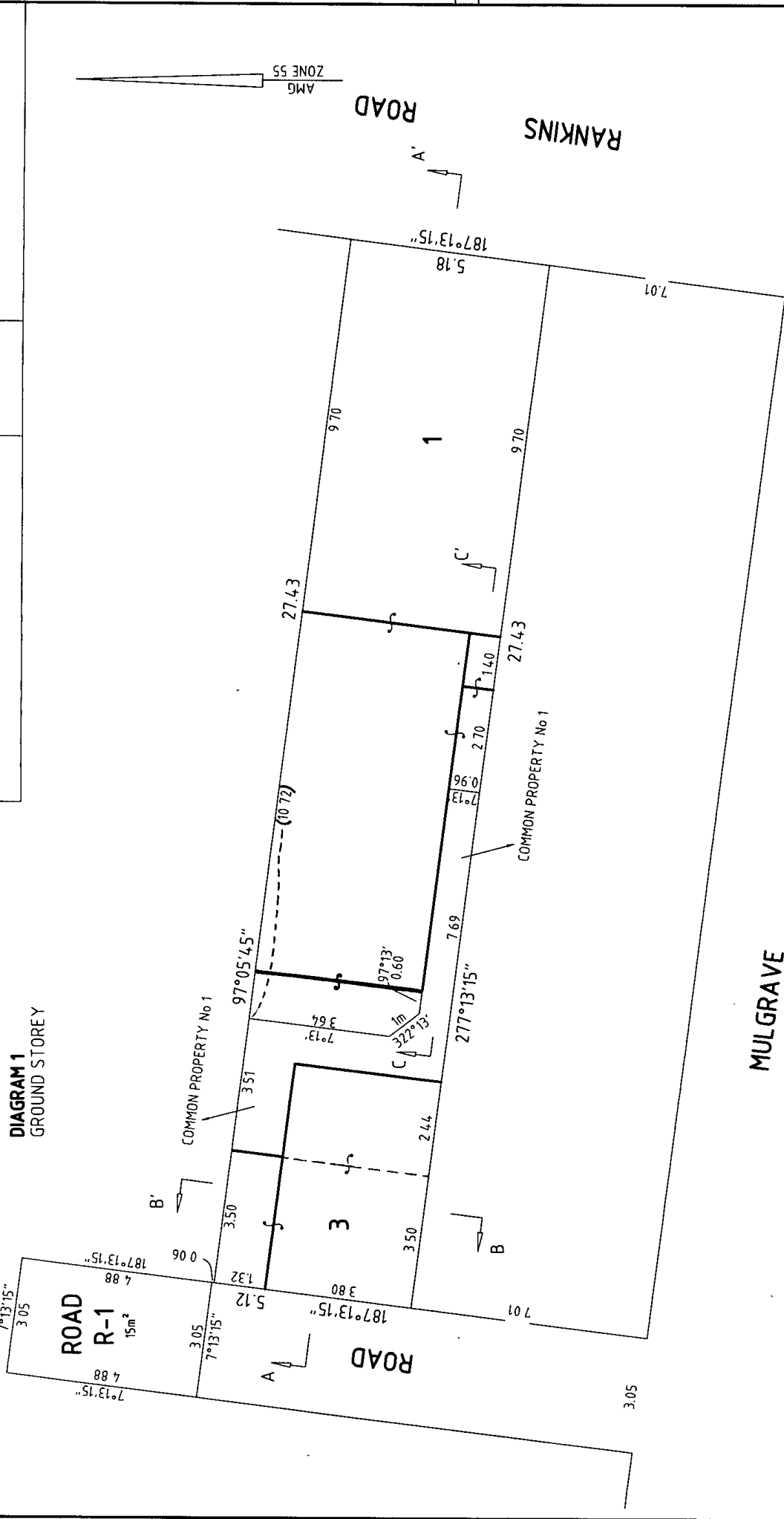
**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 15/01/2021, for Order Number 66063262. Your reference: 9634800.**

<b>PLAN OF SUBDIVISION</b>		STAGE No.	LV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 528667 W</b>
<b>LOCATION OF LAND</b> PARISH: Doufta Galla TOWNSHIP: SECTION: 51 CROWN ALLOTMENT: 3 (Part) CROWN PORTION: LTO BASE RECORD: Vicmap (Metro) TITLE REFERENCES: Vol. 8519 Fol. 571 LAST PLAN REFERENCE/S: TP 412608 LOT 1 POSTAL ADDRESS: (At time of subdivision) 58 Rankins Road, Kensington. 3031 AMG Co-ordinates (of approx centre of land in plan) E 317745 N 5815220 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME: City of Moonee Valley REF: 5680/04 1. This plan is certified under section 6 of the Subdivision Act 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under Section 6. / /</del> 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 <del>has</del> has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage ..... Council Delegate <del>Council Seal</del> Date 13/7/04  <del>Re-certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date / /</del>		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R-1	City of Moonee Valley			
<b>NOTATIONS</b>				
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS		STAGING This is not a staged subdivision. DEPTH LIMITATION: DOES NOT APPLY Location of boundaries defined by buildings: Median - Boundaries between lots 1 and 2 Exterior Face - All other boundaries  SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.		
<b>EASEMENT INFORMATION</b>				LV USE ONLY
LEGEND	A-Appurtenant Easement	E-Encumbering Easement	R-Encumbering Easement (Road)	STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				RECEIVED <input checked="" type="checkbox"/>
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
R-1	Any Easements	3.05	V. 8519 F. 571	Unspecified
				DATE: 17/6/05
				LV USE ONLY PLAN REGISTERED TIME 4:15pm DATE 24/6/05  Assistant Registrar of Titles
				SHEET 1 OF 5 SHEETS
<b>J. R. EDWARDS</b> LAND SURVEYOR & TOWN PLANNER 59 FLETCHER STREET, ESSENDON, VIC. 3040 TEL. (03)9370 2209 FAX. (03)9370 1102		LICENSED SURVEYOR David Sidley SIGNATURE ..... DATE 26/4/2004 REF 12504 VERSION 1		DATE 13/7/04 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

STAGE No. \_\_\_\_\_ PLAN NUMBER **PS 528667 W**

**DIAGRAM 1**  
GROUND STOREY



**MULGRAVE STREET**

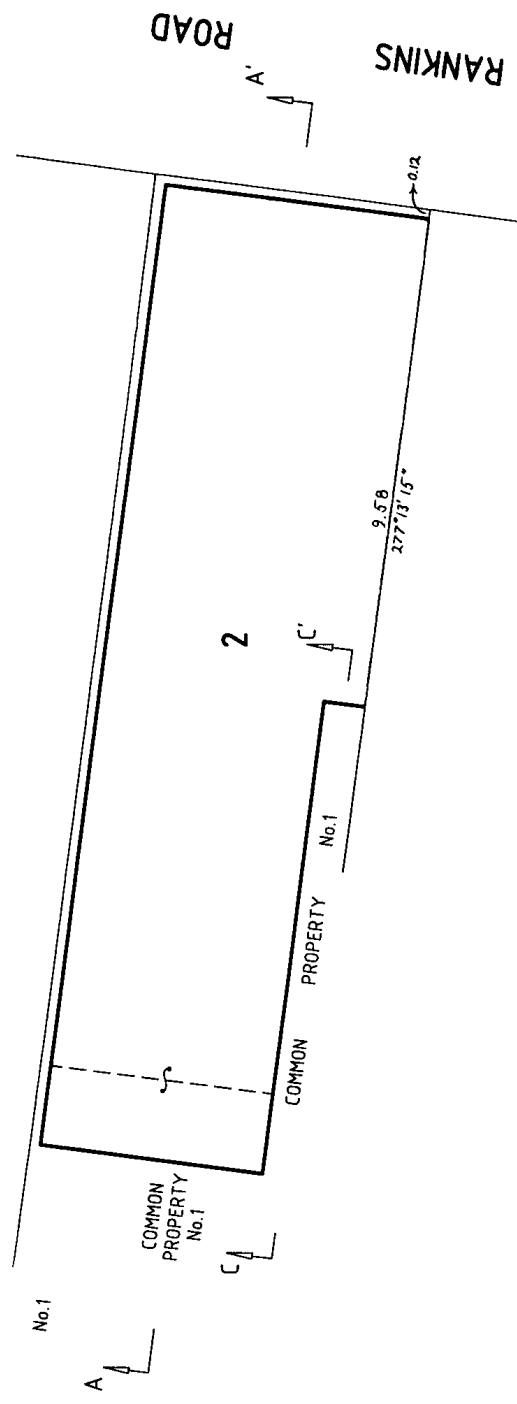
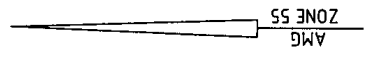
<p><b>J. R. EDWARDS</b> LAND SURVEYOR &amp; TOWN PLANNER 59 FLETCHER STREET, ESSENDON, VIC. 3040 TEL. (03)9370 2209 FAX. (03)9370 1102</p>	<p>SCALE</p> <p>1 0 1 2 3 4 5</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:100</p> <p>SHEET SIZE A3</p>	<p>LICENSED SURVEYOR <b>David Sidley</b></p> <p>SIGNATURE .....</p> <p>DATE <b>26/4/2004</b></p> <p>VERSION <b>1</b></p> <p>REF <b>12504</b></p>	<p>SHEET 2 OF 5 SHEETS</p>
			<p>DATE <b>13/7/04</b></p> <p>COUNCIL DELEGATE SIGNATURE</p>	

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER  
PS 528667 W

**DIAGRAM 2**  
TOPMOST STOREY



<p><b>J. R. EDWARDS</b> LAND SURVEYOR &amp; TOWN PLANNER 59 FLETCHER STREET, ESSENDON, VIC. 3040 TEL. (03)9370 2209 FAX. (03)9370 1102</p>	<p>SCALE 1 0 1 2 3 4 5 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:100 SHEET SIZE A3</p>	<p>LICENSED SURVEYOR David Sidley SIGNATURE..... REF 12504</p>	<p>DATE 26/4/2004 VERSION 1</p>	<p>SHEET 3 OF 5 SHEETS DATE 13/7/04 COUNCIL DELEGATE SIGNATURE</p>
		<p>DATE 26/4/2004 VERSION 1</p>	<p>DATE 13/7/04 COUNCIL DELEGATE SIGNATURE</p>		

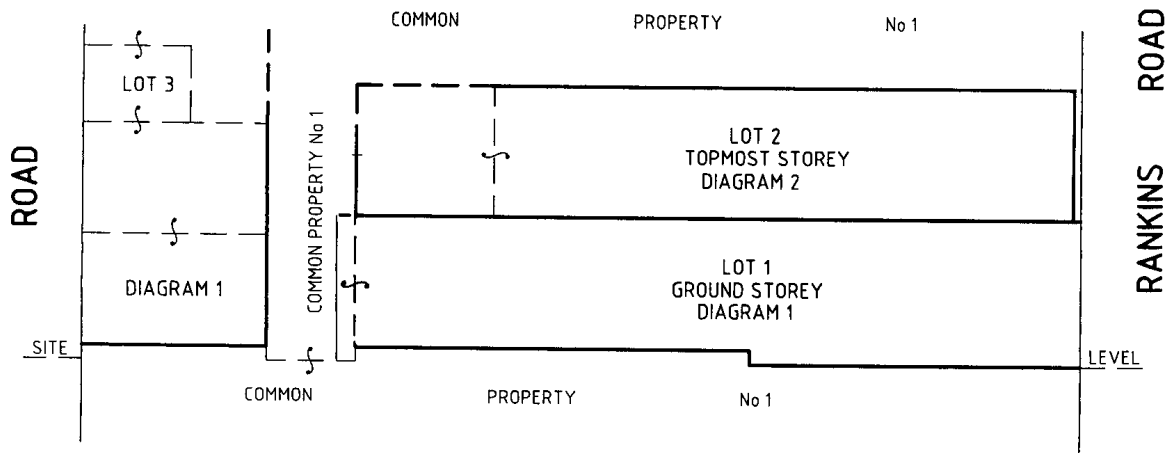
**PLAN OF SUBDIVISION**

STAGE No.

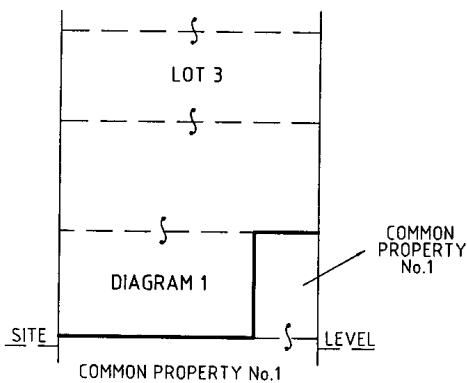
PLAN NUMBER

**PS 528667 W**

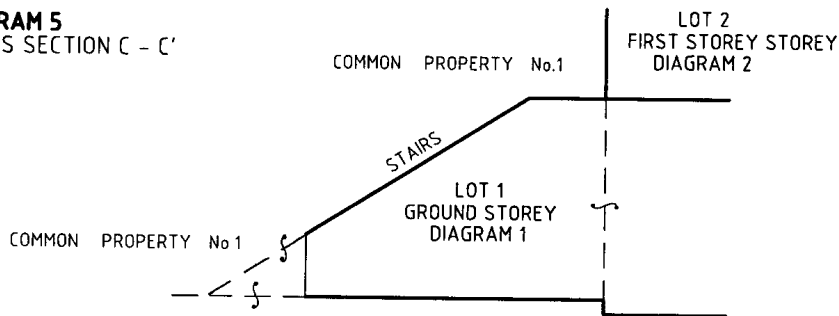
**DIAGRAM 3**  
CROSS SECTION A - A'



**DIAGRAM 4**  
CROSS SECTION B - B'

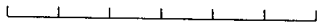


**DIAGRAM 5**  
CROSS SECTION C - C'



**J. R. EDWARDS**  
LAND SURVEYOR & TOWN PLANNER  
59 FLETCHER STREET,  
ESSENDON, VIC 3040  
TEL (03)9370 2209 FAX (03)9370 1102

SCALE  
NOT TO SCALE



ORIGINAL  
SCALE SHEET  
NTS SIZE  
A3

LICENSED SURVEYOR David Sidley

SIGNATURE.....

REF **12504**

DATE 26/4/2004

VERSION 1

SHEET 4 OF 5 SHEETS

DATE **13/7 04**

COUNCIL DELEGATE SIGNATURE



PS528667W

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/01/2021 12:13:58 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS528667W**

The land in PS528667W is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

58 RANKINS ROAD KENSINGTON VIC 3031

PS528667W 24/06/2005

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
<b>Total</b>	<b>30.00</b>	<b>30.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 15/01/2021 12:13:58 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS528667W**

Statement End.

## Premium Planning Certificate

### PROPERTY DETAILS

Property Address: UNIT 2, 58 Rankins Road KENSINGTON VIC 3031

Title Particulars: Vol 10884 Fol 291

Vendor: ROBYN JOY CURNOW

Purchaser: N/A

Certificate No: 65906714

Date: 06/01/2021

Matter Ref: 9634800

Client: Hunt & Hunt Victoria

### MUNICIPALITY

MELBOURNE

### PLANNING SCHEME

MELBOURNE PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE

### ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

### ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

### OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

### SPECIFIC SITE PROVISIONS

NOT APPLICABLE

 **SPECIFIC AREA PROVISIONS**

URBAN DESIGN OUTSIDE THE CAPITAL CITY ZONE - PLANNING SCHEME CLAUSE 22.17;

DISCRETIONARY USES IN THE NEIGHBOURHOOD AND GENERAL RESIDENTIAL ZONES - PLANNING SCHEME CLAUSE 22.14;

STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN) - PLANNING SCHEME CLAUSE 22.23;

ENERGY, WATER AND WASTE EFFICIENCY - PLANNING SCHEME CLAUSE 22.19;

STUDENT HOUSING POLICY - PLANNING SCHEME CLAUSE 22.24;

SUNLIGHT TO PUBLIC SPACES - PLANNING SCHEME CLAUSE 22.02;

PUBLIC OPEN SPACE CONTRIBUTION AND SUBDIVISION - SCHEDULE TO PLANNING SCHEME CLAUSE 53.01;

COMBUSTIBLE CLADDING RECTIFICATION EXEMPTIONS - PLANNING SCHEME CLAUSE 52.01;

ADVERTISING SIGNS - PLANNING SCHEME CLAUSE 22.07;

PUBLIC OPEN SPACE CONTRIBUTIONS - PLANNING SCHEME CLAUSE 22.26;

POLICY FOR LICENSED PREMISES THAT REQUIRE A PLANNING PERMIT - PLANNING SCHEME CLAUSE 22.22;

 **PROPOSED PLANNING SCHEME AMENDMENTS**

MELBOURNE C307 PROPOSES TO UPDATE THE EXISTING LOCAL PLANNING POLICY FOR GAMING (CLAUSE 22.12) TO GUIDE DECISION-MAKING IN RELATION TO THE INSTALLATION AND USE OF ELECTRONIC GAMING MACHINES ACROSS ALL AREAS OF THE MUNICIPALITY;

MELBOURNE C278 PROPOSES TO INTRODUCE NEW PLANNING SCHEME CONTROLS INTO THE MELBOURNE PLANNING SCHEME TO PROTECT WINTER SUNLIGHT ACCESS TO PUBLIC PARKS BY AMENDING CLAUSE 21.17 (REFERENCE DOCUMENTS) AND CLAUSE 22.02 (SUNLIGHT TO PUBLIC SPACES POLICY);

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

## MELBOURNE PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

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The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except matters specified in the schedule to Clause 72.01 and the following:

Development of land as part of a single project or multiple related projects, if it involves:

Construction of a new building or buildings containing a total gross floor area of more than 25,000 square metres;

Construction or the carrying out of works (including extensions, alterations or additions to a building or buildings) which will directly create an additional floor area of more than 25,000 square metres of a building or buildings; or

Demolition or removal of a building or buildings or part of a building or buildings, if that demolition or removal is to be carried out to enable development within the meaning of one of the sub-paragraphs above;

Any provision of the planning scheme which requires a permit to be obtained for a matter, if that matter forms part of an application that includes development within the meaning of one of the sub-paragraphs above.

Development and use of land for or on behalf of a Minister of the Crown.

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and matters required by a permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, in relation to the use and development of land for a:

Renewable energy facility with an installed capacity of 1 megawatt or greater.

Utility installation used to store, transmit or distribute electricity generated by a renewable energy facility with an installed capacity of 1 megawatt or greater.

Primary school or secondary school to which Clause 53.19 applies.

with the exception of the following:

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 1 of Part 4 of the Act, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 6 of Part 4 of the Act, the Council is the responsible authority for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, subject to the operation of section 97H of the Act.

in relation to applications lodged, or permits issued, for the use and development of land for a renewable energy facility (other than a wind energy facility) under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

in relation to applications lodged, or permits issued, for the use and development of land for a utility installation used to store, transmit or distribute electricity generated by a renewable energy facility, under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

**PLANNING ZONE MAP**



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



**CITY OF MELBOURNE**  
**LAND INFORMATION CERTIFICATE**  
**(SECTION 229 LOCAL GOVERNMENT ACT 1989)**

CERTIFICATE NO: 169075  
DATE OF ISSUE: 05-Jan-2021  
YEAR ENDING: 30-Jun-2021

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

**Property situated at: Unit 2, 58 Rankins Road, KENSINGTON VIC 3031**

**Legal Description: Lot 2 PS528667W CT-10884/291**

**Valuation Date: 01-Jul-2020**

**Assessment No: 87796 9**

**Net Annual Value: 29,250**

**Site Value: 275,000**

**Capital Improved Value: 585,000**

**Owner recorded by Council: Ms Robyn Joy Curnow**

**RATES AND CHARGES**

	<b>Balance Owing</b>
Town Rate 1/07/2020 to 30/6/2021	\$ 1,201.71
Fire Services Levy 01/07/2020 to 30/06/2021	\$ 144.59
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -1346.30

**Payment in full due by 15<sup>th</sup> February 2021.**

**TOTAL DUE \$ 0.00**

**The total due as shown on this certificate may change prior to settlement**

**Please note:** After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

**How to Pay**

**By Mail**

To GPO Box 2158  
Melbourne Vic 3001

**In person**

Melbourne Town Hall  
Business Hours  
Monday to Friday  
Cash Payments not  
accepted. Card payment  
available.

**Phone and Internet**

**Mastercard or Visa only**

**Tel:** Call 1300 130453

**Internet:** [www.melbourne.vic.gov.au/rates](http://www.melbourne.vic.gov.au/rates)



Bill code: 79616  
Ref: 10877969

**Sai Global Property Division Pty Ltd  
DX332 MELBOURNE**

**OTHER INFORMATION**

**Local Government (General) Regulations**

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

Applicants Reference 65906714:100657429:149964

Authorised Officer 

**Updates on this certificate will only be provided for a period of 90 days**

**For inquiries regarding this certificate:**

Phone: 9658 9759  
Email: rates@melbourne.vic.gov.au

**To lodge Notice of Acquisition/Disposition**

Mail: GPO Box 2158, Melbourne, VIC 3001  
Email: propertydata@melbourne.vic.gov.au



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1236 6375 8130

DATE OF ISSUE - 5/01/2021

APPLICATION NO.

914137

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

65906714:100657432

SOURCE NO. 99905059310

**PROPERTY:** 2/58 RANKINS ROAD KENSINGTON VIC 3031

**Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges**

The sum of two hundred and eighty three dollars and eighty six cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/12/2020	52.16	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/12/2020	105.40	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/12/2020	126.30	0.00
<b>TOTAL</b>	<b>646.74</b>			<b>362.88</b>	<b>0.00</b>

Service charges owing to 30/06/2020 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 283.86

**BALANCE including unbilled service charges** 283.86

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1236 6375 8130



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1236 6375 8130

DATE OF ISSUE - 5/01/2021

APPLICATION NO.

914137

This statement does not include any volumetric charges from 9/08/2018. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1236 6375 8130

DATE OF ISSUE - 5/01/2021

APPLICATION NO.

914137

## Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

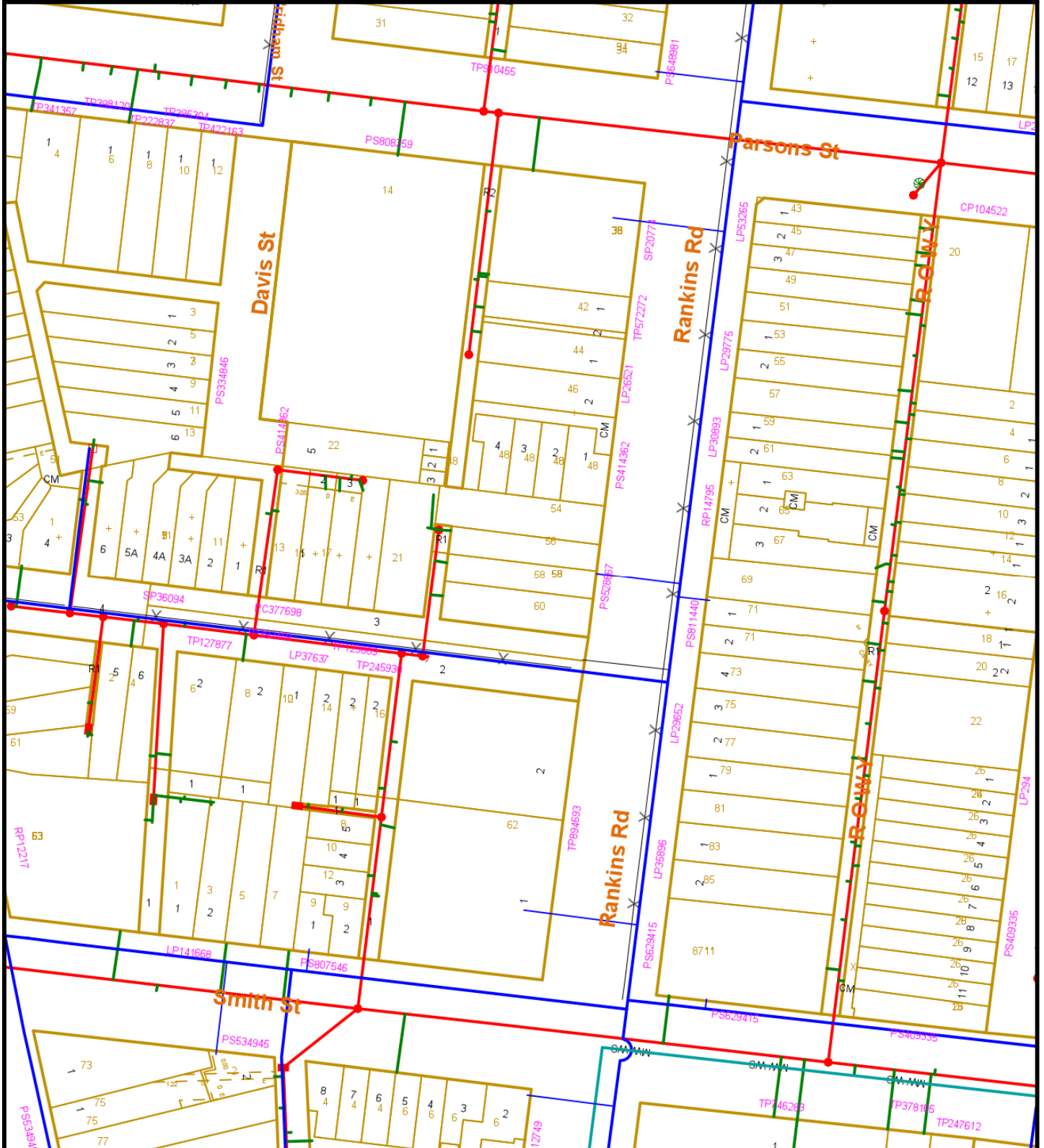
City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.


# Encumbrance Plan

## 2/58 RANKINS ROAD KENSINGTON 3031

### Application No. 914137



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 2px solid red; width: 20px; display: inline-block;"></span> Sewer Main</li> <li><span style="border-bottom: 2px dashed red; width: 20px; display: inline-block;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> Recycled Water Main</li> <li><span style="border-bottom: 2px solid grey; width: 20px; display: inline-block;"></span> MW Channel</li> <li><span style="border-bottom: 2px dashed grey; width: 20px; display: inline-block;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 2px solid green; width: 20px; display: inline-block;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> MW Underground Drain</li> <li><span style="border-bottom: 2px dashed black; width: 20px; display: inline-block;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> MW Sewer Main</li> <li><span style="border-bottom: 2px dashed black; width: 20px; display: inline-block;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> MW Water Main</li> <li><span style="border-bottom: 2px dashed black; width: 20px; display: inline-block;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: grey; border: 1px solid black;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: grey; border: 1px solid black; opacity: 0.5;"></span> MW Abandoned Manhole</li> </ul>	<div style="text-align: center;">  </div> <p style="text-align: right; font-size: small;">Date: 05/01/2021</p>
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Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Taxation Administration Act 1997



HUNT & HUNT VICTORIA VIA SAI GLOBAL PROPERTY  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 65906714:100657430

**Certificate No:** 40910988

**Issue Date:** 05 JAN 2021

**Enquiries:** ESYSPROD

**Land Address:** UNIT 2, 58 RANKINS ROAD KENSINGTON VIC 3031

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24639564	2	528667	10884	291	\$0.00

**Vendor:** ROBYN CURNOW

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS ROBYN JOY CURNOW	2021	\$275,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$585,000

**SITE VALUE:** \$275,000

**AMOUNT PAYABLE:** \$0.00

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 40910988

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$325.00

Taxable Value = \$275,000

Calculated as \$275 plus ( \$275,000 - \$250,000) multiplied by 0.200 cents.

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## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 40910988

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 40910988

**Visa or Mastercard**

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

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





## CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 03.03.20  
Policy No.: 06S8257181  
Type of Insurance: Residential Strata Insurance  
Period Of Insurance: : From 4.00pm 1st March 2020  
To 4.00pm 1st March 2021

**This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.**

**This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.**

**This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.**

Insured : Owners Corporation 528667W

Situation : 58 Rankins Road  
Kensington VIC 3031

Section 1 :	Building including common contents	\$ 1,337,123
	Loss of Rent/Temporary Accommodation (15%)	\$ 200,568
	Catastrophe or Emergency (15%)	\$ 200,568
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ Not Insured
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured

Excesses :

Section 1	\$ 500	all claims + as per policy wording
Section 3	\$ 500	all claims
Section 2	\$ 500	all claims

On behalf of the Insurers: Insurance Australia Limited trading as  
CGU Insurance ABN 11 000 016 722



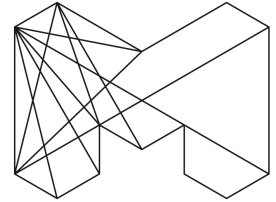
**Strata Unit Underwriting Agency Pty Ltd**  
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719  
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060  
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

**CERTIFICATE OF CURRENCY**

**OC 528667W**  
(SUU VIC O3125 0092448/014)

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

6 January 2021

Sai Global Property Division Pty Ltd  
PO Box 447  
SOUTHBANK VIC 3006

GPO Box 1603  
Melbourne VIC 3001  
Hotline (03) 9658 9658  
Facsimile (03) 9654 4854  
DX210487  
ABN 55 370 219 287

Dear Sir/Madam

## **Unit 2, 58 Rankins Road, KENSINGTON VIC 3031**

Thank you for your building property application received 5 Jan 2021, I wish to advise that the above mentioned property is in an area which:

- Regulation 155, there are currently no designated bushfire prone areas within the City of Melbourne
- Is not an area determined under Regulation 152 to be likely to be subject to significant snow falls
- Is not designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 153
- According to the information available in this office, the above property is not designated land or designated works, as determined under Regulation 154 of the *Building Regulations 2018*

Please note, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans and minimum floor levels.

Please contact Melbourne Water, Land Development Planning, PO Box 4342, Melbourne VIC 3001 or 131 722 for flood levels and minimum floor levels or contact us directly if you have any queries or require further information regarding this.

**Building Team** – Planning and Building Branch  
Telephone (03) 9658 9658  
Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)  
Web [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

Your Ref 65906714:100657434  
Our Ref 149962

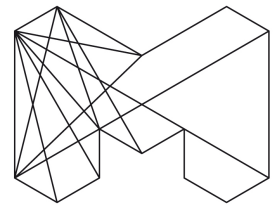
Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**  
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.  
For further information please contact Council's Building Control team on (03) 9658 9658.
3. **Self contained smoke alarms**  
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.  
For further information please contact Council's Building Control team on (03) 9658 9658

**Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.**

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

6 January 2021

Sai Global Property Division Pty Ltd  
PO Box 447  
SOUTHBANK VIC 3006

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

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

DX210487

ABN 55 370 219 287

## **Unit 2, 58 Rankins Road, KENSINGTON VIC 3031**

Thank you for your building property application received 5 Jan 2021. Please find below the relevant information relating to your property enquiry.

### **Building Permits issued within the last 10 years**

There are no Building Permits issued within the last 10 years.

### **Outstanding Building Notices or Orders**

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

Please contact us if you have any queries or require any further information.

### **Building Team – Planning and Building Branch**

Telephone (03) 9658 9658

Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)

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

Your Ref 65906714:100657433

Our Ref 149963

### **Notes:**

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## Roads Certificate



### PROPERTY DETAILS

Property Address: UNIT 2, 58 Rankins Road KENSINGTON VIC 3031

Title Particulars: Vol 10884 Fol 291

Vendor: ROBYN JOY CURNOW

Purchaser: N/A

Certificate No: 65906714

Date: 06/01/2021

Matter Ref: 9634800

Client: Hunt & Hunt Victoria



### MUNICIPALITY

MELBOURNE



### ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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



## Rural properties

### ***Moving to the country?***

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

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

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

### ***Has previous land use affected the soil or groundwater?***

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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