

VENDOR

**Pauline Margaret Dewar
as Executor of the Estate of Terence Dewar (Deceased)**

CONTRACT OF SALE

Property Address

**17 Perrins Creek
OLINDA VIC 3788**

Incorporating Colin Adno & Associates and Harvey Bruce & Co.

Level 5, 60 Albert Road, South Melbourne VIC 3205

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Contract of Sale of Real Estate

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

Property address **17 Perrins Creek, Olinda VIC 3788**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print name(s) of person(s) signing: PAULINE MARGARET DEWAR AS EXECUTOR OF THE ESTATE OF
TERENCE DEWAR (DECEASED)

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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.

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Particulars of sale

Vendor's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

PAULINE MARGARET DEWAR AS EXECUTOR OF THE ESTATE OF TERENCE DEWAR (DECEASED)
17 Yarraburn Close, Bentleigh East VIC 3165

Vendor's legal practitioner or conveyancer

Batten Sacks, Lawyers & Notaries

Level 5, 60 Albert Road, South Melbourne VIC 3205

Email: cadno@battensacks.com.au

Tel: 03 8680 5555

Ref: Colin Adno CDA:2310124

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel:..... Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 6626 Folio 144	1	TP247628K
Volume	Folio	

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **17 Perrins Creek, Olinda VIC 3788**

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

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

Payment (general condition 11)

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

GST (general condition 13)

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

Not Applicable

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

Not Applicable

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

Not Applicable

Settlement (general condition 10)

is due on

Lease (general condition 1.1)

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

Not Applicable

Terms contract (general condition 23)

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

Not Applicable

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

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

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

Special condition 2 – Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

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

GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

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

General condition 15B is added:

15B. GST WITHHOLDING

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

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (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.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (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 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (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.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

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

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

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

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special 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 under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if

the estate agent's authority has formally expired at the time of service.

11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

12.1 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;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

Special condition 13 – Corporate Purchaser Guarantee

13.1 **Corporate Purchaser to provide Guarantee**

Where the Purchaser is a corporation (except a corporation included in the official list of the Australian Stock Exchange) the Purchaser must, on the Day of Sale, deliver to the Vendor a Guarantee executed by all the directors and principal shareholders of the Purchaser.

13.2 **Guarantee on nomination**

Where the Purchaser nominates a corporation (except a corporation included in the official list of the Australian Stock Exchange) in accordance with General Condition 18 the Purchaser must at the same time as exercising its right to nominate deliver to the Vendor a Guarantee executed by all the directors and principal shareholders of the nominated corporation.

13.3 **Failure to provide Guarantee**

If the Purchaser fails to provide a Guarantee in accordance with Special Condition 13.1 or 13.2 the Vendor may end this Contract by giving written notice to the Purchaser at any time before the Guarantee is provided to the Vendor. General Condition 27.1 (Default Notice), General Condition 28 (Default not remedied) and Special Condition 21.4 (Consequences of default) do not apply to the Vendor's right to end this Contract of Sale under this Special Condition.

Special condition 14 – Sale By Auction

If the property is offered for sale by auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 and Schedule 5 of the Schedules to the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those Rules.

Special condition 15 – Identity of Property

15.1 The Purchaser admits that:

- a) the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;
- b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- c) improvements located on adjoining properties do not encroach on to the Land; and
- d) any improvements on the Land comply with all Laws.

15.2 The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to amend title, take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract of Sale, because of any matter or any failure of the Property to comply in any respect with any matter referred to in this Special Condition 15.

Special condition 16 – Approval of use and condition of property

16.1 The Purchaser acknowledges that it has satisfied itself as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair and as a result of the Purchaser's enquiries and inspections and not as a result of any representations or warranties made by or on behalf of the Vendor other than may be contained herein and subject to:

- (a) all defects (if any) latent or patent;
- (b) all infestations and dilapidations (if any);
- (c) existing services (if any) and defects therein and the absence of any rights or easements in respect thereof;
- (d) the presence of any sewer, manhole or vent on the property;
- (e) any rainwater downpipe being connected to the sewer; and
- (f) any non-compliance of the property with the Victoria building regulations council by-laws, relevant statutes and any regulations thereunder with respect to any improvements on the property,

and the purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of any of the above matters.

16.2 The Property and any chattels are sold in their present condition and subject to any defects and fair wear and tear.

16.3 No failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in title or affects the validity of this Contract of Sale.

Special condition 17 – Restrictions

17.1 **Laws affecting the Property and its use**

- (a) The Property is sold subject to all Laws affecting the Property, its use and development.
- (b) No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.

17.2 **No requisitions**

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract of Sale, because of any matter or any failure of the Property to comply in any respect with any matter referred to in Special Condition 17.1.

17.3 **Purchaser's risk**

The Purchaser:

- (a) is responsible for remedying, at its own Cost, any failure of the Property to comply on the Day of Sale with any Laws affecting the Property; and
- (b) indemnifies the Vendor in respect of all Claims and Loss which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy any such failure.

Special condition 18 – Acknowledgements by Purchaser

The Purchaser acknowledges having received from the Vendor's Estate Agent prior to the execution of this Contract of Sale or payment of any deposit or other moneys:

- (a) a statement conforming with the requirements of section 51 of the *Estate Agents Act 1980 (Vic)*;
- (b) a copy of this contract pursuant to the requirements of section 53 of the *Estate Agents Act 1980 (Vic)*; and
- (c) a statement as required pursuant to section 32(1) of the *Sale of Land Act 1962 (Vic)*.

Special condition 19 – Whole Contract

19.1 **Entire Agreement**

This Contract of Sale constitutes the entire agreement between the parties in relation to the Property or its purchase.

19.2 **Conditions not in Contract of Sale**

Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out expressly in this Contract of Sale, is expressly negated and withdrawn.

Special condition 20 – Nomination

20.1 To validly nominate a substitute or additional purchaser under General Condition 18, the Purchaser must:

- (a) make its nomination in writing to the Vendor not less than 14 days before the Settlement Date;
- (b) ensure the nomination includes an acknowledgement by the nominee that the Vendor's legal Costs of re-preparing documentation arising from the nomination are paid at Settlement;
- (c) deliver to the Vendor, with its nomination notice, a Guarantee in accordance with Special Condition 13 (if applicable); and
- (d) not be in default under this Contract of Sale when the nomination is made.
- (e) The Purchaser acknowledges (and must procure the acknowledgement of the nominee) that the Vendor will incur additional legal Costs arising from the Purchaser's nomination as the Vendor's Lawyer will be required to re-prepare records, re-prepare the State Revenue Office's stamp duty declaration and re-prepare the notices of disposition. The Purchaser (or its nominee) agrees to pay the Vendor's legal costs of \$220.00 (inclusive of GST) in relation to the nomination, payable at Settlement.

Special condition 21 – Default and Rescission

21.1 Interest payable under General Condition 26:

- (a) Accrues daily from, and including, the due date for payment up to, but excluding, the actual date of payment; and
- (b) Is compounded monthly.

21.2 **Default costs**

If the Purchaser breaches this Contract of Sale, the Purchaser must pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach. This includes:

- (a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or charge of the Property;
- (b) the Cost of any bridging finance or other credit accommodation to complete the Vendor's purchase of another property and interest, penalties, fees, charges and other expenses charged on that bridging finance or other credit accommodation;
- (c) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property;
- (d) the Vendor's proper legal Costs of \$660.00 (inclusive of GST) and disbursements for each and every default;
- (e) the Vendor's proper legal Costs of preparation and service of each and every notice of default under General Condition 27 in the sum of \$660.00 (inclusive of GST);
- (f) any Costs associated with rescheduling Settlement; and
- (g) the Vendor's Costs of accommodation and removalists including storage of goods.

21.3 **Default notice**

The obligation under General Condition 27 for a party to serve a default notice before exercising any rights arising from the other party's default does not apply in relation to the Vendor's right to end this Contract of Sale.

21.4 **Consequences of default**

If a default notice issued in accordance with General Condition 27 does not state that unless the default is remedied and the

reasonable Costs incurred as a result of the default and any interest payable are paid this Contract of Sale will be ended in accordance with that General Condition then, if the default notice is not fully complied with, the party not in default under this Contract of Sale may:

- (a) end this Contract of Sale, in which case General Condition 28.3 or General Condition 28.4 as applicable will apply; or
- (b) leave this Contract of Sale on foot and sue the party in default under this Contract of Sale for damages, specific performance or both.

21.5 Notification of stakeholder

The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party ending this Contract of Sale in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

Special condition 22 – Rights of Entry

- 22.1 The rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspection) must be exercised at reasonable times and with the prior approval of the Vendor.

Special condition 23

- 23.1 Intentionally Blank

Special condition 24 – Digital Duties Form

24.1 Vendor's obligations

The vendor must:

- (a) complete, or procure the vendor's legal practitioner to complete, those parts of the digital duties form which are to be completed by the vendor in respect of the sale of the property under this contract (**Vendor DDF**);
- (b) send, or procure the vendor's legal practitioner to send, to the purchaser's legal practitioner (or if none then the purchaser), the completed Vendor DDF at least 3 business days prior to the due date for settlement;
- (c) if the purchaser has complied with special condition 24.2(a), sign or approve the digital duties form prior to settlement, unless there is manifest error in which case the vendor must notify the purchaser of the error and request the purchaser amend it; and
- (d) make any changes to the digital duties form requested by the purchaser or the purchaser's legal practitioner and sign or approve (or re-sign and re-approve) the amended digital duties form within 1 business day of being requested to do so.

24.2 Purchaser's obligations

The purchaser must:

- (a) complete, or procure the purchaser's legal practitioner to complete, those parts of the digital duties form which are to be completed by the purchaser (**Purchaser DDF**) at least 2 business days prior to the due date for settlement;
- (b) sign or approve the digital duties form at least 2 business days prior to the due date for settlement, unless there is manifest error in which case the purchaser must promptly notify the vendor of the error and request the vendor amend it;
- (c) make any changes to the digital duties form requested by the vendor or the vendor's legal practitioner and sign or approve (or re-sign and re-approve) the amended digital duties form within 1 business day of being requested to do so; and
- (d) prior to settlement:
 - a. generate an SRO Settlement Statement in respect of the sale of the property under this contract; and
 - b. deliver to the vendor or the vendor's legal practitioner, the SRO Settlement Statement in respect of the sale of the property under this contract.

24.3 No Objection

Neither party may make any requisition or objection, rescind or terminate this contract, delay settlement or claim any compensation if the other party or the other party's legal practitioner requests amendments to the digital duties form at any time prior to settlement.

Special condition 25 – Foreign Acquisitions and Takeovers Act 1975

25.1 Purchaser's warranty

The Purchaser warrants that FIRB Approval is not required for the purchase of the Property by the Purchaser or that if it is required the Purchaser has obtained that approval, or will obtain that approval prior to Settlement.

25.2 Purchaser's indemnity

- (a) The Purchaser acknowledges that the Vendor is relying on the Purchaser's warranty contained in Special Condition 25.1.
- (b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract.

25.3 Deposit forfeited

If this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of warranty contained in Special Condition 25.1 the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

Special condition 26 – Investment of deposit

- 26.1 Subject to the *Sale of Land Act 1962* and the other provisions of this Contract, the Vendors Solicitors are irrevocably authorised but not obliged to place the deposit with an authorised deposit-taking institution within the meaning of the *Banking Act 1959* as an unsecured deposit in the name of the Vendors Solicitors as stake holders in a controlled money account as authorised by the *Legal Profession Uniform Law (Vic)* until the Deposit is lawfully released.
- 26.2 Interest on the Deposit shall accrue for the benefit of and to be paid to the Vendor on release unless the Contract is rescinded through no fault of the Purchaser in which case interest shall accrue for the benefit of and to be paid to the Purchaser on release.
- 26.3 The parties shall provide their Tax File Numbers (TFN) on request and comply with all other requirements necessary to give full effect to this Special Condition 26.
- 26.4 Should the purchaser fail to provide their TFN then without limiting the other rights of the vendor, the purchaser shall be liable for any costs or losses including loss of interest and tax withheld and this sum may be adjusted at settlement.

Special condition 27 – GST

27.1 Payments exclusive of GST

In addition to the provisions of General Condition 13, the Vendor and the Purchaser acknowledge that each Payment specified in this Contract is exclusive of GST.

27.2 If GST applies

The subsequent provisions of this Special Condition apply if:

- (a) the Australian Taxation Office determines that the Supply of the Property by the Vendor to the Purchaser under this Contract of Sale is not an Input Taxed Supply of Residential Premises; or
- (b) a party makes a Supply to another party under, or in connection with, this Contract of Sale and which is a Taxable Supply.

27.3 Recovery of GST

If any Payment, or part of any payment, is made to a party for or in connection with a Taxable Supply, that party is also entitled to recover from the party making the Payment, or any part of the Payment, the GST Amount calculated by multiplying the Payment, or the relevant part of the Payment, by the GST Rate.

27.4 Payment of GST Amount

The GST Amount is due:

- (a) if Special Condition 27.3 applies and the determination is made before Settlement, at the same time as the Payment for the relevant Taxable Supply is required to be made under this Contract provided that a Tax Invoice has been issued in respect of the relevant Taxable Supply;
- (b) if Special Condition 27.3 applies and the determination is made after Settlement, within 7 days of the issue of a Tax Invoice in respect of the relevant Taxable Supply; or
- (c) if Special Condition 27.3 applies, at the same time as Payment for the relevant Taxable Supply is required to be made under this Contract provide that a Tax Invoice has been issued in respect of the relevant Taxable Supply.

27.5 Liability for penalties

Any penalties or interest imposed by the Australian Taxation Office as a result of it determining that the Supplies made by the Vendor to the Purchaser under, or in connection with, this Contract do not constitute an Input Taxed Supply of Residential Premises will be met by the Purchaser.

27.6 Purchaser indemnity

The Purchaser indemnifies the Vendor against all penalties and interest imposed by the Australian Taxation Office.

27.7 No merger

A party's right to recover the GST Amount from the other party does not merge on Settlement.

Special condition 28 – Tenancy

- 28.1 All tenants fixtures fittings and chattels are specifically excluded from this sale.
- 28.2 The Vendor does not warrant that any Tenant has complied with all the terms and conditions contained in any Lease.
- 28.3 All rent payable by a Tenant under a Lease for the period up to and including the settlement date belongs to the vendor. All Rent payable by the Tenant under the Lease for the period from and including the day after the settlement date belongs to the purchaser.
- 28.4 On the settlement date the vendor and the purchaser must apportion the Rent in a manner consistent with special condition 28.3.
- 28.5 If any Lease provides for payment by the Tenant of provisional amounts pending subsequent adjustment between the Vendor and the Tenant such provisional amounts shall be adjusted between the vendor and purchaser on the settlement date as if such provisional amounts were the actual amounts payable by the Tenant for the relevant period or periods. When the appropriate adjustment is subsequently made between the purchaser and the Tenant in relation to such amounts the purchaser shall notify the vendor of the results of such final adjustments and such further adjustment as may be necessary between the vendor and the purchaser shall be made between the parties hereto.
- 28.6 If after the settlement date the purchaser receives Rent from the Tenant in respect of a period the whole or part of which occurred on or prior to the settlement date the purchaser shall pay to the vendor such Rent, or as the case may be, a proportion

thereof equal to the proportion the number of days in such period prior to and including the settlement date bears to the total number of days in such period.

28.7 If after the settlement date the vendor receives Rent from a Tenant in respect of a period the whole or part of which occurred after the settlement date the vendor shall pay to the purchaser such Rent, or as the case may be, a proportion thereof equal to the proportion the number of days in such period after the settlement date bears to the total number of days in such period.

28.8 The Vendor will provide the original lease to the purchaser prior to or at settlement, provided that if the Vendor does not have an original copy of the Lease the Purchaser shall not make any objection, requisition or claim or delay settlement, or rescind or terminate the Contract of Sale.

Special condition 29 – Waiver

29.1 Failure to exercise power or right

The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.

29.2 Single or partial exercise

The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

29.3 No waiver of the Purchaser's obligations

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

29.4 Waiver to be in writing

Waiver of any power or right under this Contract of Sale:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

Special condition 30 – Scope of Indemnities

30.1 Each indemnity in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after settlement or after this Contract of Sale ends.

30.2 The Vendor may recover under an indemnity before incurring expense.

Special condition 31 – Merger

31.1 The conditions on this Contract of Sale do not merge on Settlement. Each condition will continue in force for as long as necessary to give effect to it.

Special condition 32 – Severability

32.1 If any provision of this Contract is illegal or unenforceable, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

Special condition 33 – Further Assurance

33.1 Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract of Sale and the transactions contemplated by it (including, but not limited to, the execution of documents).

Special condition 34 – Electronic Signature

34.1 In this Special 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.

34.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

34.3 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.

34.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

34.5 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.

34.6 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.

Special condition 35 – Amendment to General Conditions

General Conditions 5, 8, 20, 24.4, 24.5, 24.6, 25, 28(3)(c) do not apply to this Contract of Sale.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

GUARANTEE & INDEMNITY

I/We,

 of

.....

 being the Sole Director / Directors of

ACN.....

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

Property address: 17 Perrins Creek, Olinda VIC 3788

Lot no.: 1 Plan of subdivision: TP247628K

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$ _____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

VENDOR

**Pauline Margaret Dewar
as Executor of the Estate of Terence Dewar (Deceased)**

Vendor Statement

Property Address

**17 Perrins Creek
OLINDA VIC 3788**

Incorporating Colin Adno & Associates and Harvey Bruce & Co.

Level 5, 60 Albert Road, South Melbourne VIC 3205

PH. (03)8680 5555 | FAX. (03)8680 5566

www.battensacks.com.au

ABN: 20 876 874 860

"Liability limited by a scheme approved under Professional Standards Legislation"

Vendor Statement

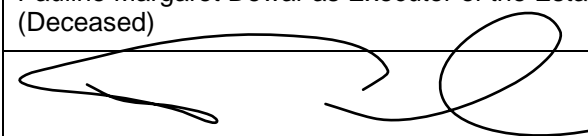
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

The vendor may sign by electronic signature.

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

Land	17 Perrins Creek, Olinda VIC 3788
-------------	--

Vendor's name	Pauline Margaret Dewar as Executor of the Estate of Terence Dewar (Deceased)	Date 31 / 03 / 2023
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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.

Not Applicable.

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.

Not Applicable.

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.

Not Applicable.

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.

Not Applicable.

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): -

Not Applicable.

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.

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:

Not Applicable.

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:

Nil.

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:

Nil.

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):

Not Applicable.

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*.

Not Applicable.

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

Not applicable.

8. **SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	--	--	--	--

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

9.2 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.

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

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REGISTRATION CONFIRMATION STATEMENT

Produced: 29/03/2023 02:57:17 PM

VOLUME 6626

FOLIO 144

LAND DESCRIPTION

Lot 1 on Title Plan 247628K.
PARENT TITLE Volume 03684 Folio 666
Created by instrument 1885865 27/05/1943

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAULINE MARGARET DEWAR of 17 PERRINS CREEK ROAD OLINDA VIC 3788
Executor(s)
of TERENCE DEWAR deceased
AW680752Q 29/03/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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 TP247628K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW680740X (E)	CONV PCT & NOM ECT TO LC	Completed	29/03/2023
AW680752Q (E)	TRANSMISSION APPLICATION	Registered	29/03/2023

Additional information:

Street Address: 17 PERRINS CREEK ROAD OLINDA VIC 3788

ADMINISTRATIVE NOTICES

NIL

eCT Control 20074E BATTEN SACKS
Effective from 29/03/2023

DOCUMENT END

Lodgement No: 7861549
Email: CADNO@BATTENSACKS.COM.AU
Customer Code: 20074E
Customer Name: BATTEN SACKS

Secure Electronic Registries Victoria (SERV)
Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
Telephone: (03) 9102 0401 ABN: 86 627 986 396



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Document Assembled	07/03/2023 12:19

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TITLE PLAN	EDITION 1	TP 247628K
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<p>Location of Land</p> <p>Parish: MONBULK Township: Section: C Crown Allotment: 22 (PT) Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 6626 FOL 144 Depth Limitation: 50 FEET</p>	<p style="text-align: center;">Notations</p> <p>WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

<p style="text-align: center;">Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 14/12/1999 VERIFIED: AA</p>
--	---

AKR
C.O. 40090
 S.B. 6078

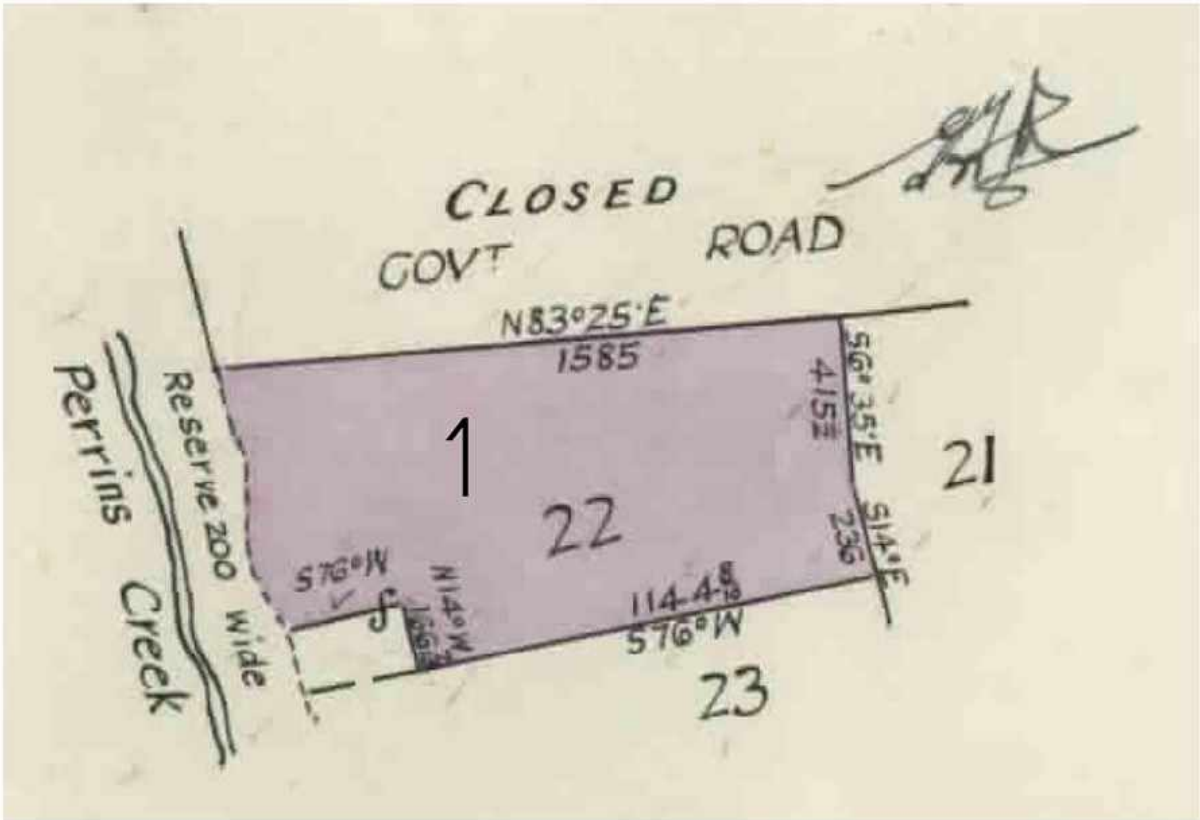


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 22 (PT)

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

912555

APPLICANT'S NAME & ADDRESS

BATTEN SACKS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

DEWAR AS EXECUTOR OF THE ESTATE
OF TEREN, PAULINE

PURCHASER

N/A, N/A

REFERENCE

358027

This certificate is issued for:

LOT 1 PLAN TP247628 ALSO KNOWN AS 17 PERRINS CREEK ROAD OLINDA
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a GREEN WEDGE ZONE - SCHEDULE 2
- is within a EROSION MANAGEMENT OVERLAY
- and a BUSHFIRE MANAGEMENT OVERLAY
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1

A Proposed Amending Planning Scheme C148 has been placed on public exhibition which shows this property :

- is within a AREA TO BE DELETED FROM A SIGNIFICANT LANDSCAPE OVERLAY - C148
- and a AREA TO BE DELETED FROM AN ENVIRONMENTAL SIGNIFICANCE OVERLAY - C148
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 - C148
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 - C148
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

07 March 2023

Sonya Kilkeny
Minister for Planning

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

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

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

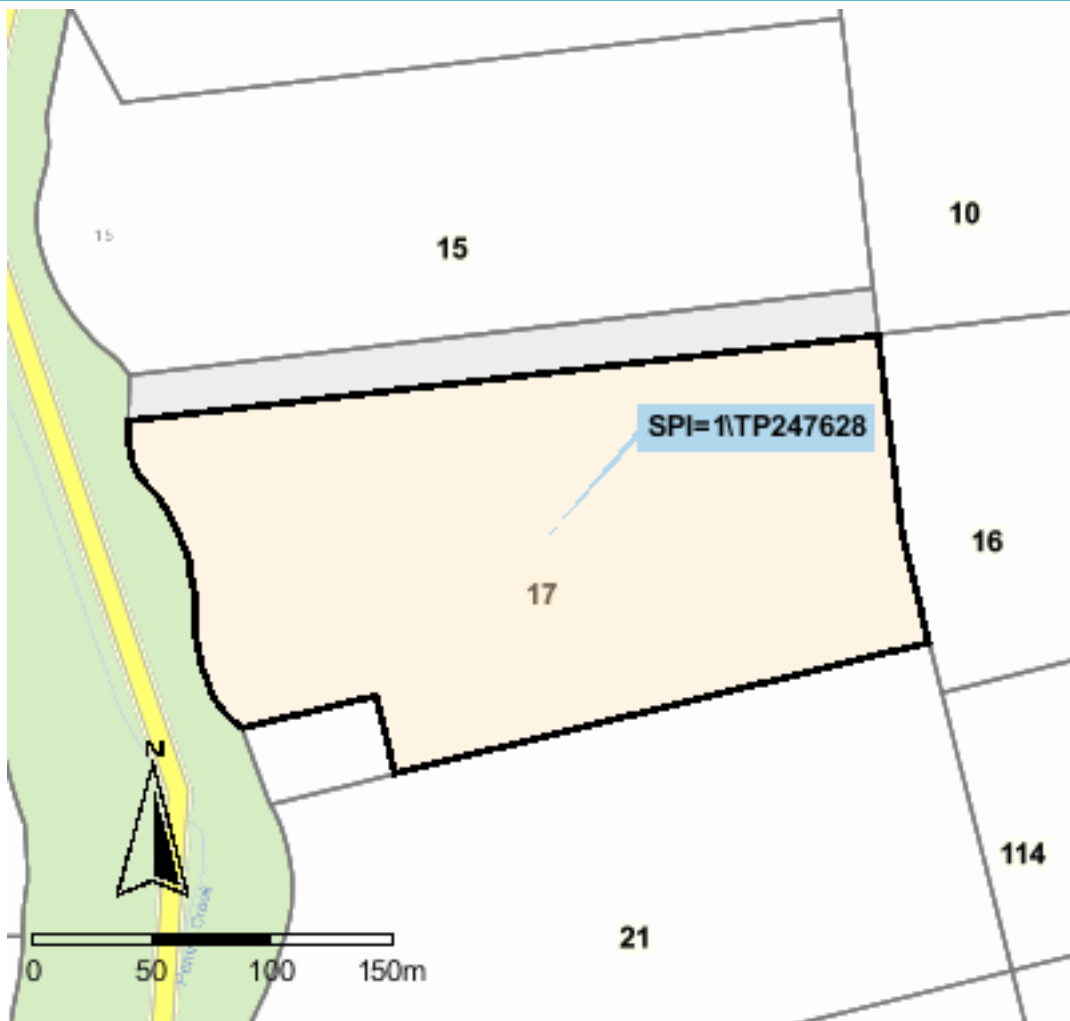
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 06 March 2023 05:07 PM

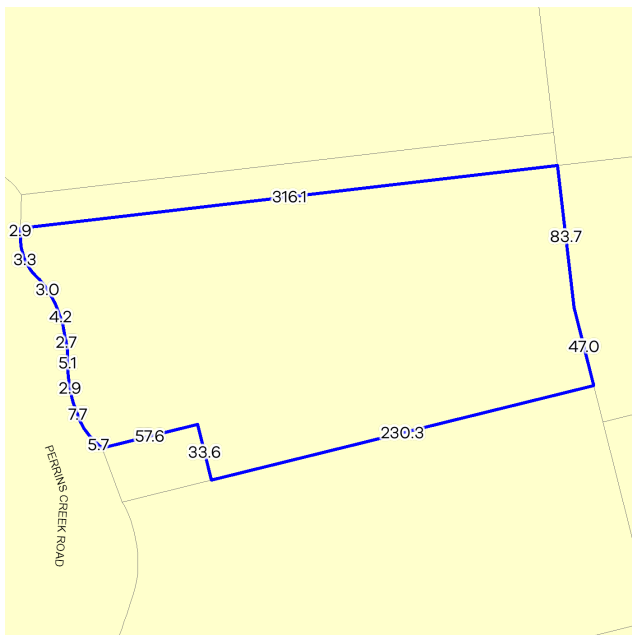
PROPERTY DETAILS

Address: **17 PERRINS CREEK ROAD OLINDA 3788**
Lot and Plan Number: **Lot 1 TP247628**
Standard Parcel Identifier (SPI): **1\TP247628**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **220752**
Directory Reference: **Melway 66 K11**

www.yarraranges.vic.gov.au

SITE DIMENSIONS

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



Area: 42818 sq. m (4.28 ha)

Perimeter: 910 m

For this property:

— Site boundaries

— Road frontages

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

34 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MONBULK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

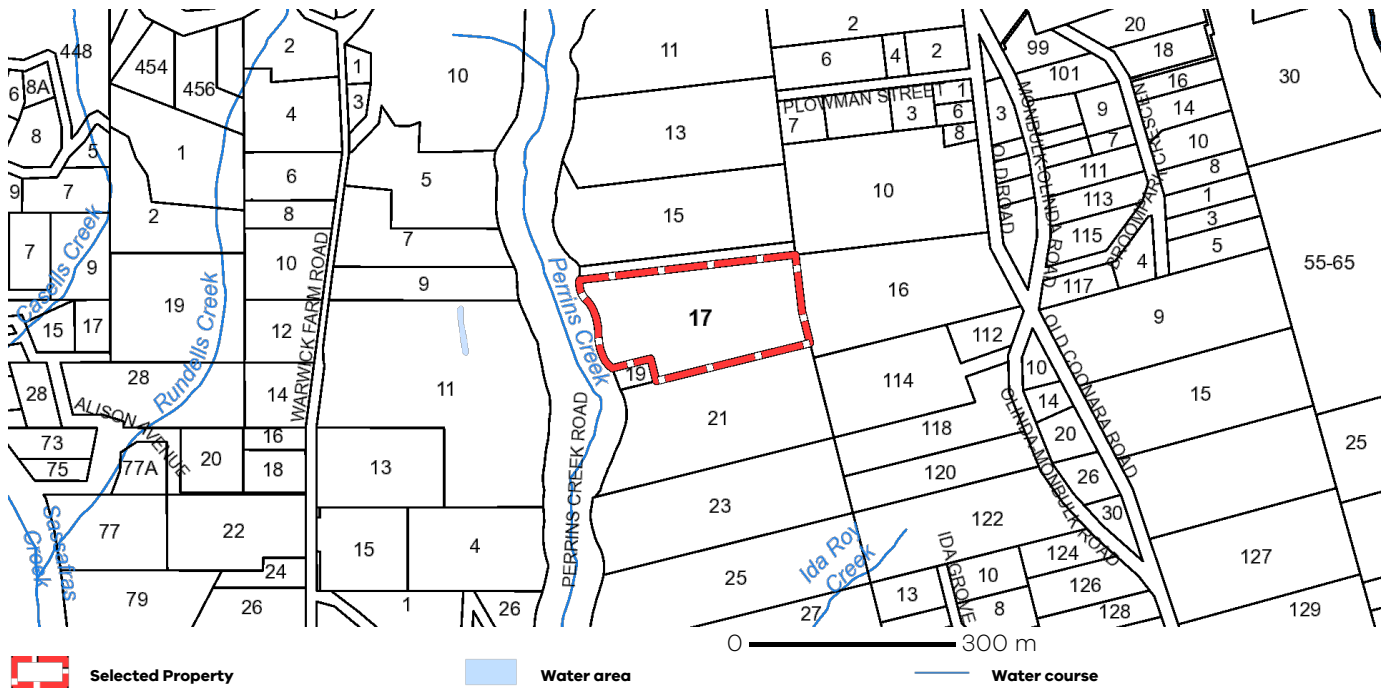
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 06 March 2023 05:07 PM

PROPERTY DETAILS

Address: **17 PERRINS CREEK ROAD OLINDA 3788**
 Lot and Plan Number: **Lot 1 TP247628**
 Standard Parcel Identifier (SPI): **1\TP247628**
 Local Government Area (Council): **YARRA RANGES**
 Council Property Number: **220752**
 Planning Scheme: **Yarra Ranges**
 Directory Reference: **Melway 66 K11**

www.yarraranges.vic.gov.au

[Planning Scheme - Yarra Ranges](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MONBULK**

OTHER

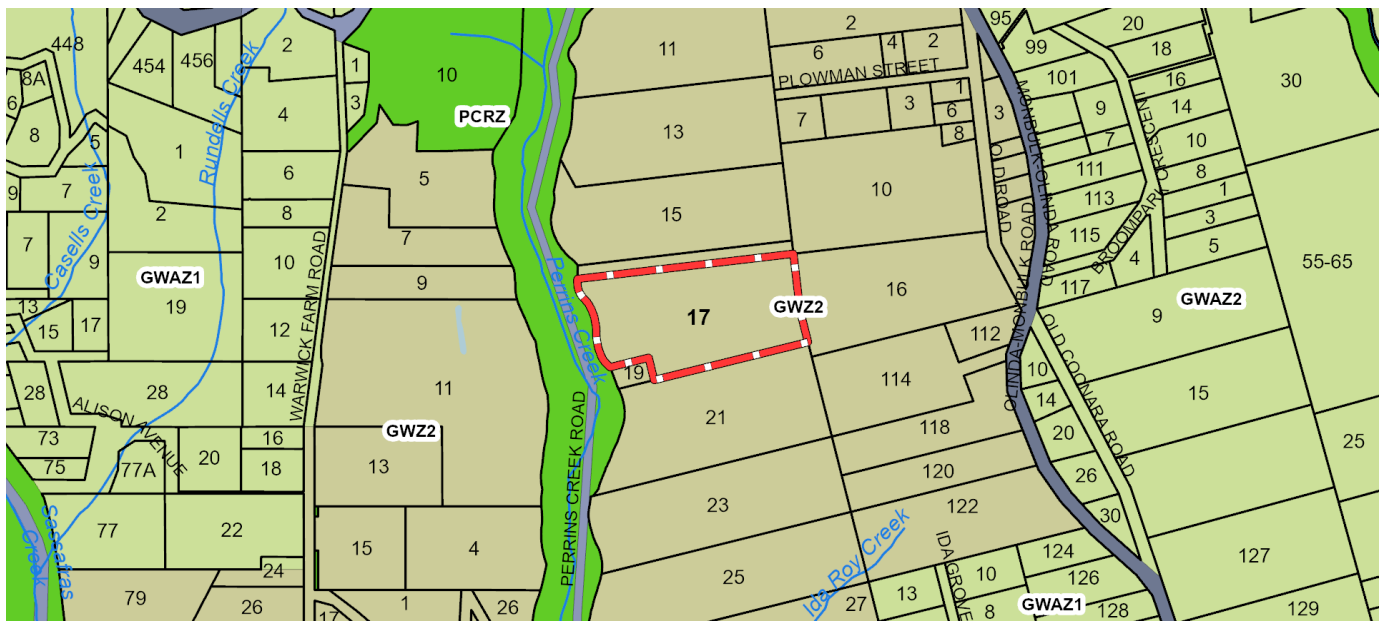
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GREEN WEDGE ZONE \(GWZ\)](#)

[GREEN WEDGE ZONE - SCHEDULE 2 \(GWZ2\)](#)



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

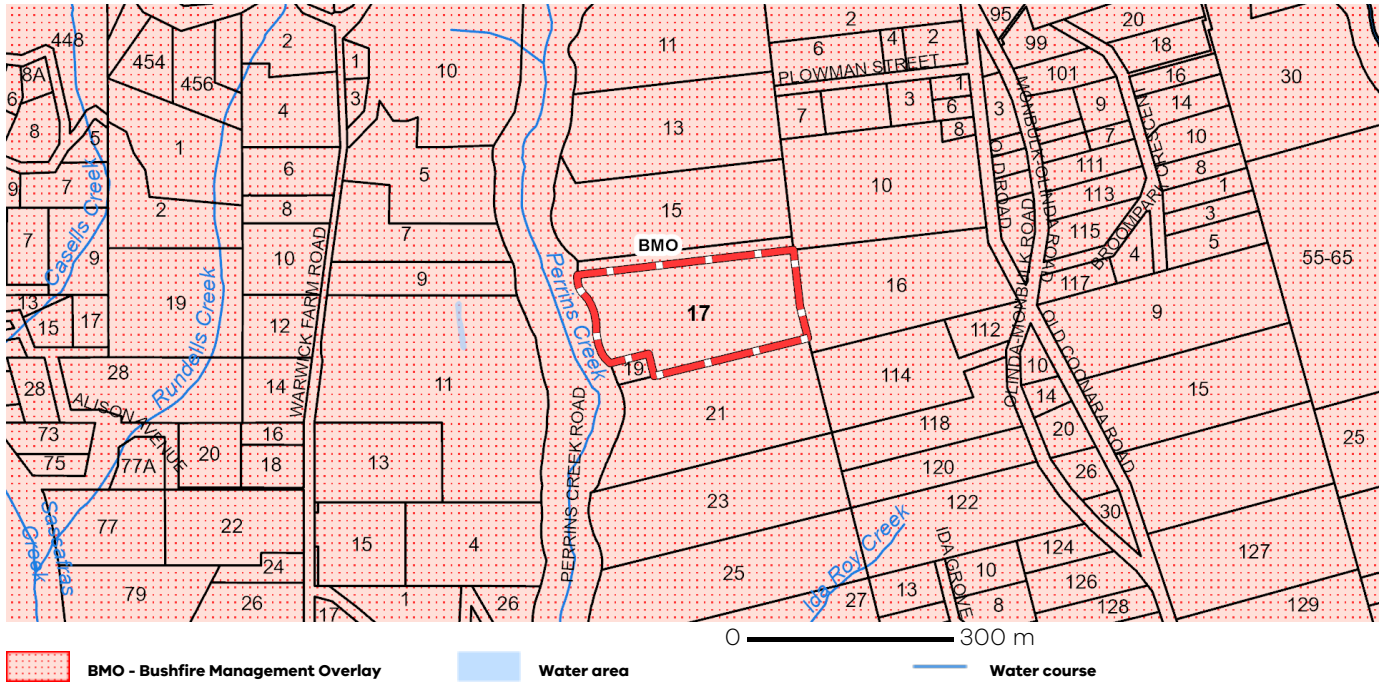
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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

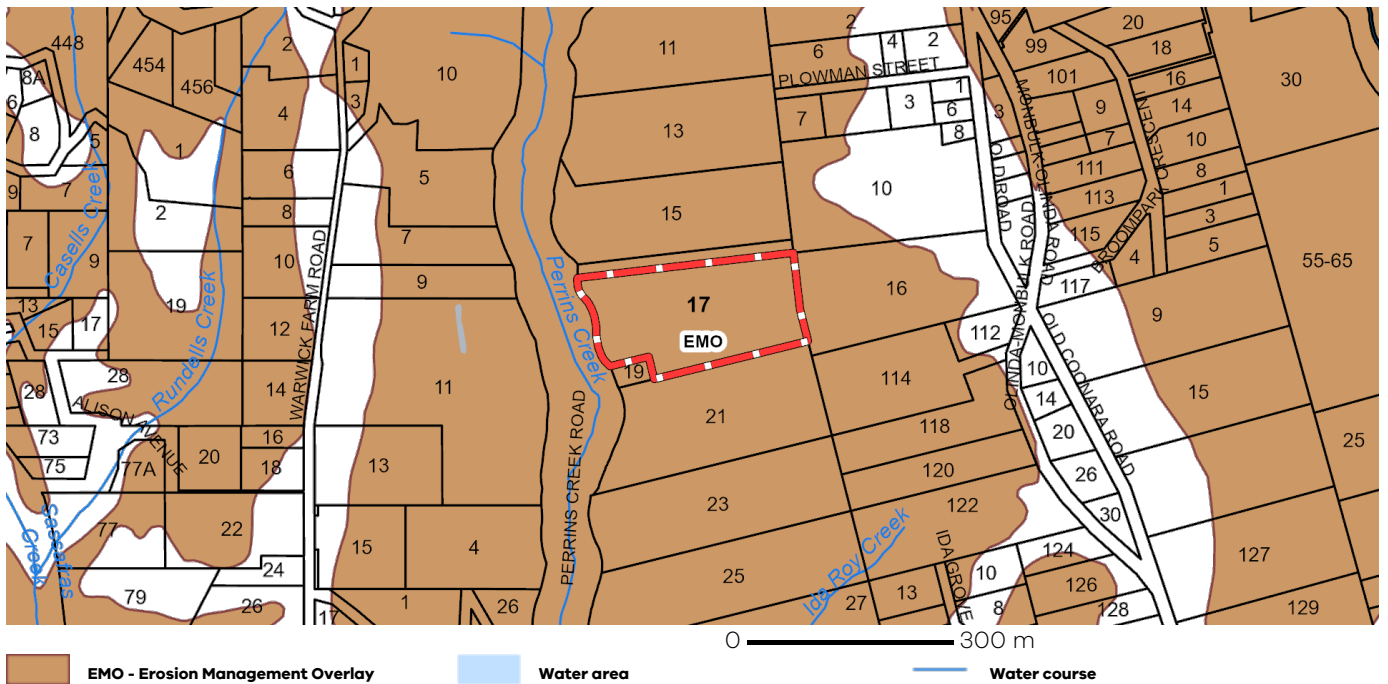
BUSHFIRE MANAGEMENT OVERLAY (BMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)

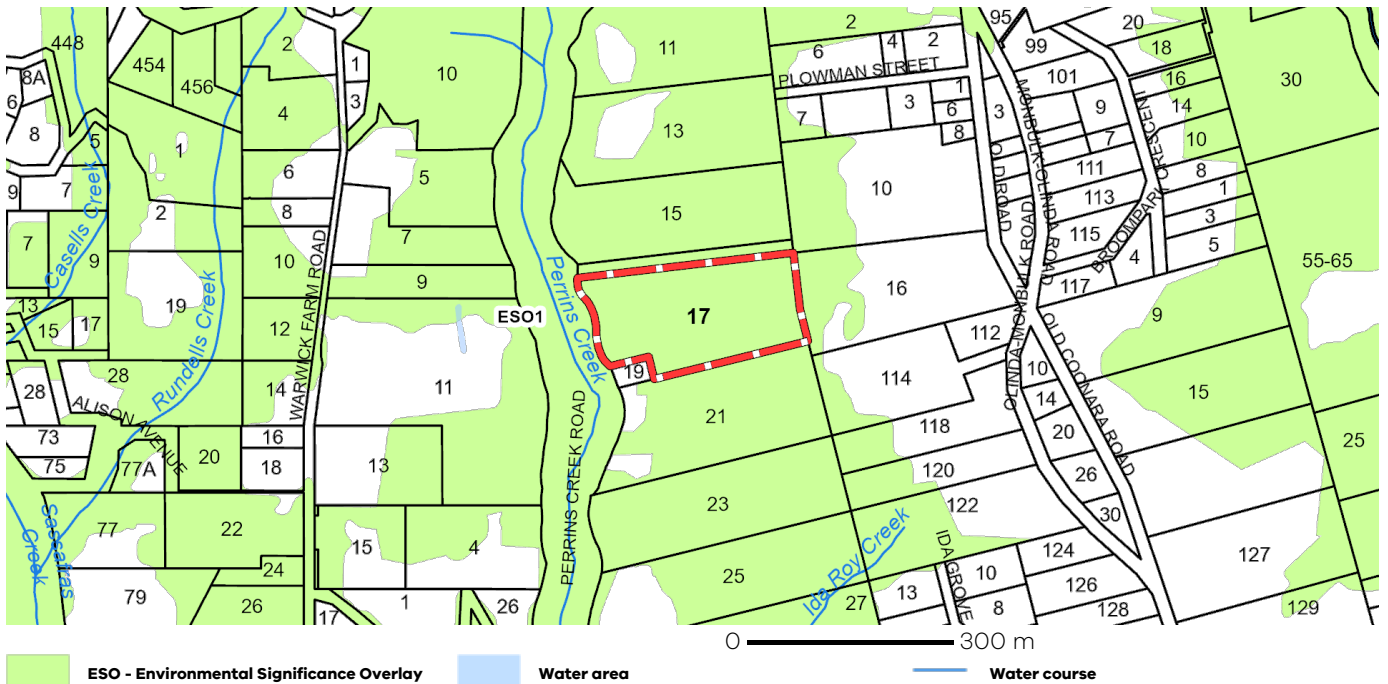


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

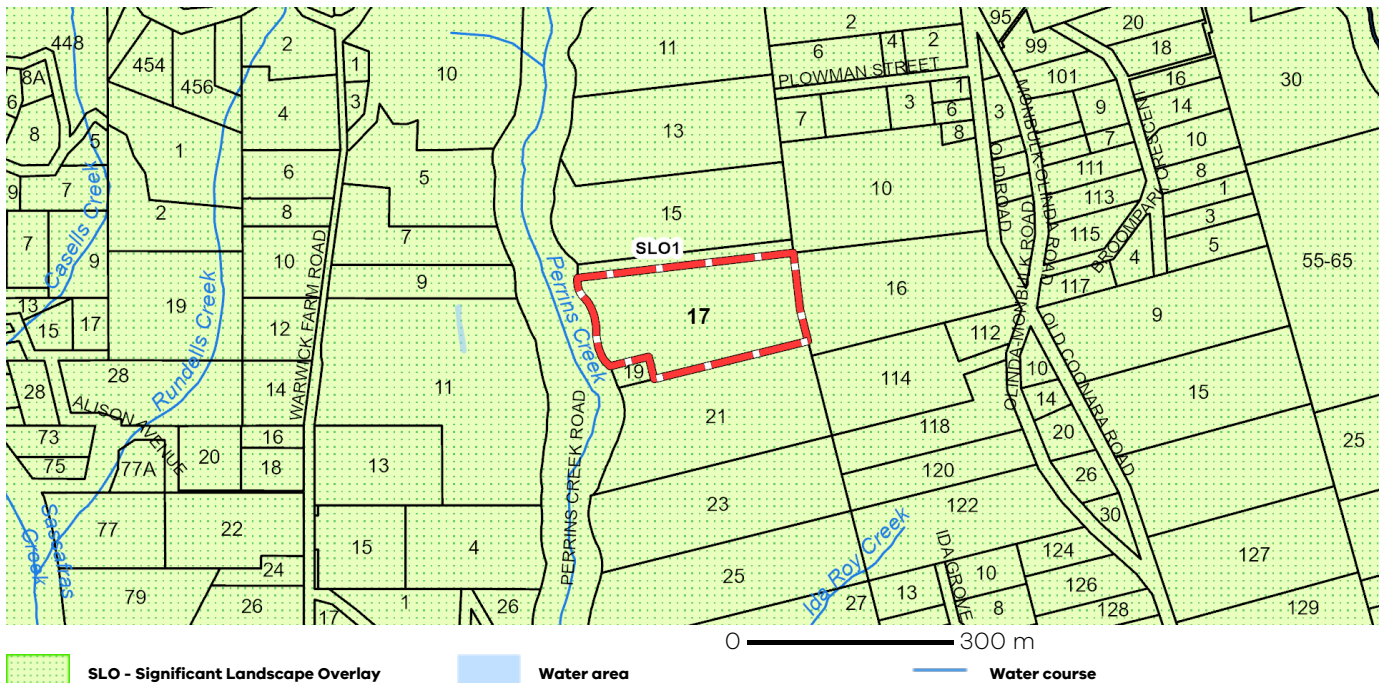
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

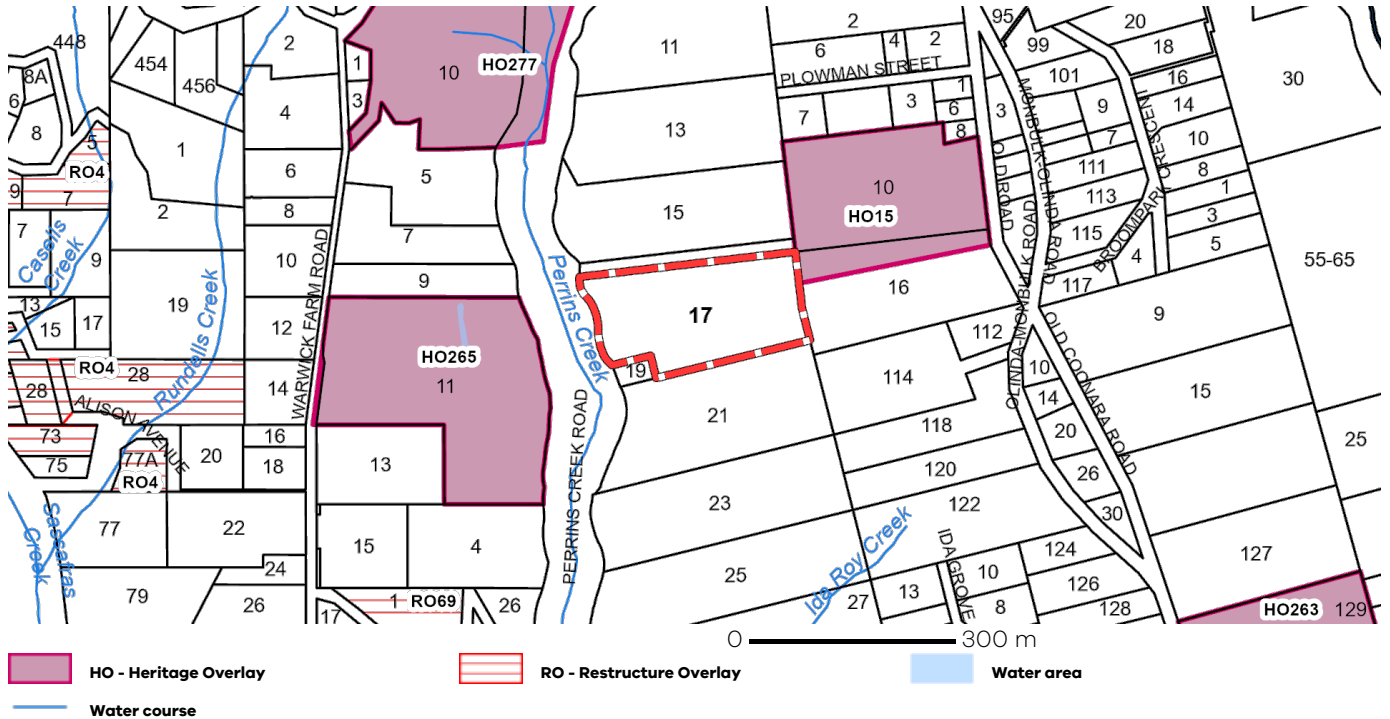
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[RESTRUCTURE OVERLAY \(RO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

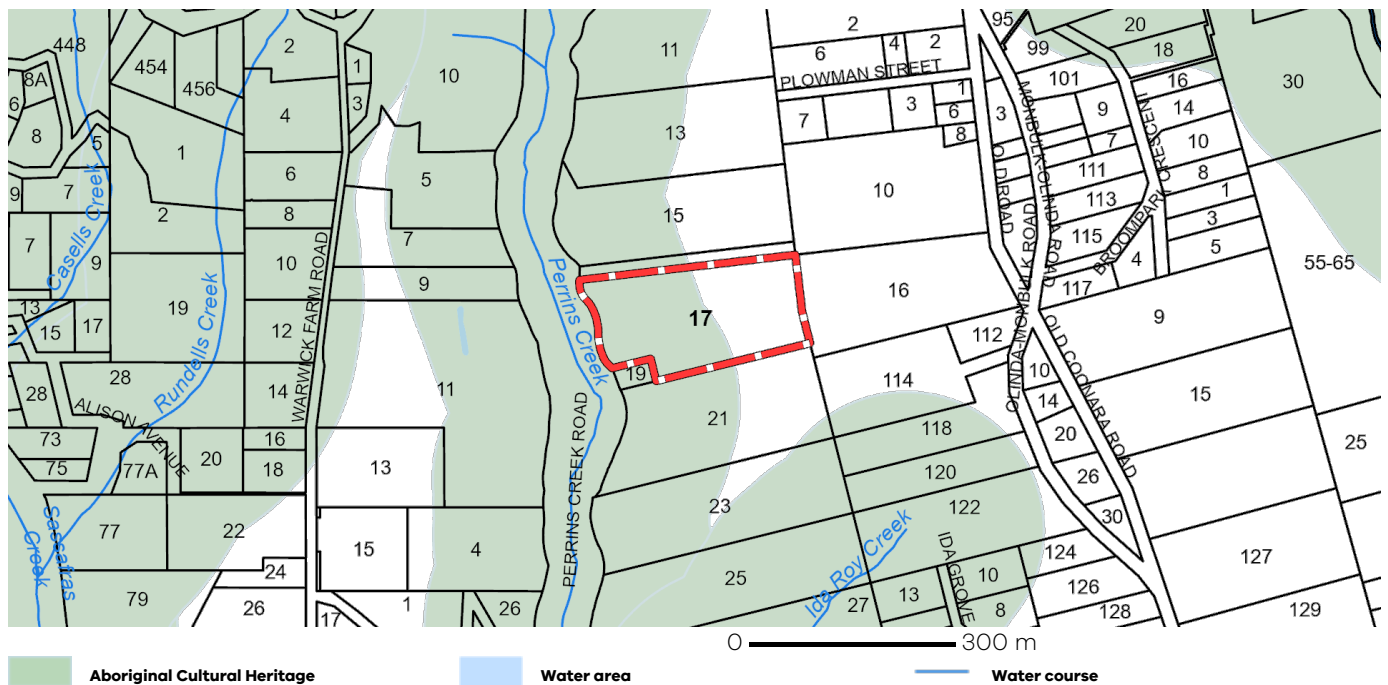
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 1 March 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

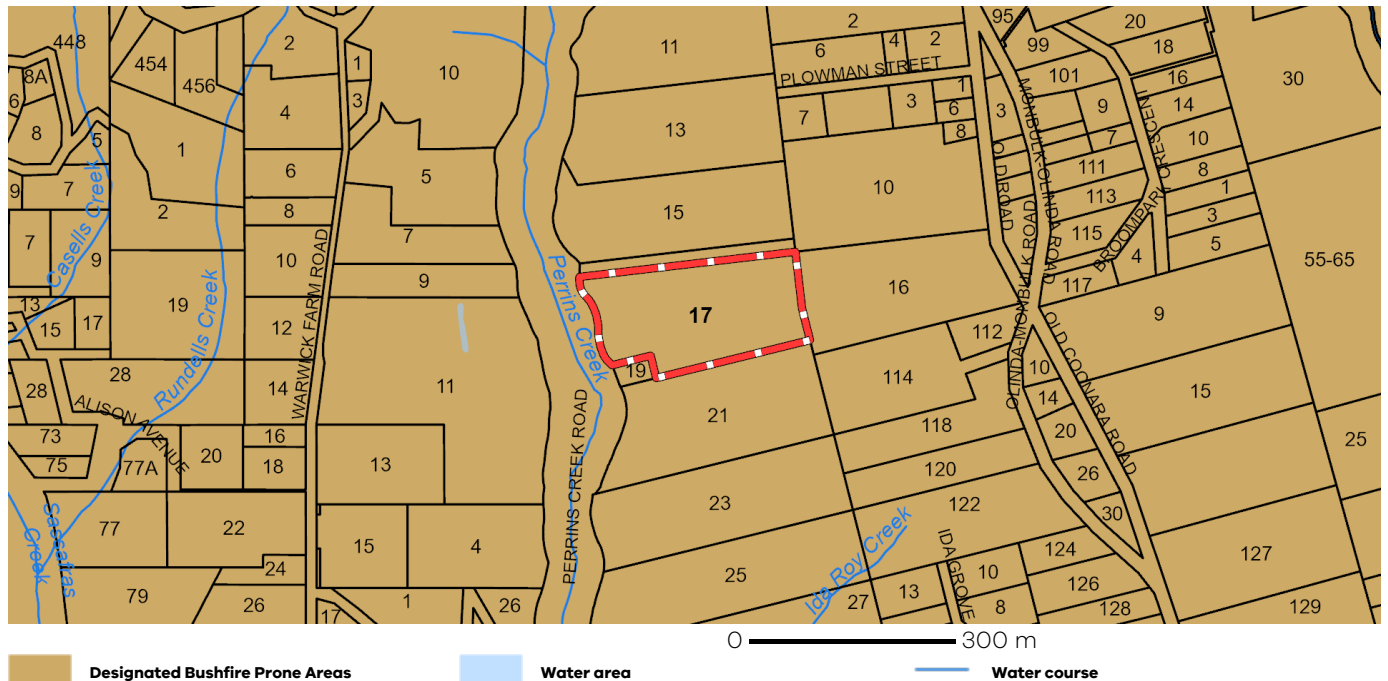
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation.environment.vic.gov.au) or please contact your relevant council.

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

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LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au



Certificate Number: 108859
Issue Date: 07-Mar-2023
Applicant Reference: 68139438-013-0:140995

Landata
DX 250639
MELBOURNE VIC

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

PROPERTY INFORMATION

Assessment Number: 58271/5
Property Address: 17 Perrins Creek Road, Olinda VIC 3788
Property Description: Sec C Ca PT 22 PMonbulk

VALUATION INFORMATION

Current Level of Value Date: 1 January 2022
Operative Date of Value: 01-Jul-2022
Site Value: 675,000
Capital Improved Value: 675,000
Net Annual Value: 33,750

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2023		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	1,605.80	Legal Charges Arrears	0.00
Waste Charge	294.00	Arrears & Previous Year Interest	0.00
Fire Services Property Levy	152.75	Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	2,052.55
		Rebates	0.00
		Payments since 1 July 2022	-2,052.55
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	0.00
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
Total Annual Charge	2,052.55	Balance Outstanding	\$0.00

Rates are due to be paid in full by 15 Feb 2023, if payment is not being made by instalments.

Payment can be made by:

- BPAY – Biller Code 8979 Reference 582715
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 582715

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There ~~is~~is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There ~~is~~is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

OTHER INFORMATION

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



Jim Stewart

Executive Officer, Property Rating Services

Date: 07-Mar-2023

(Contact Property Rating Services on 1300 368 333 for any enquiries)

Received the sum of \$27.80 being the fee for this Certificate.

7th March 2023

Batten Sacks C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Batten Sacks C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement


Property Address:	17 PERRINS CREEK ROAD OLINDA 3788
Applicant	Batten Sacks C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30754775
Conveyancing Account Number	7959580000
Your Reference	358027

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	17 PERRINS CREEK ROAD OLINDA 3788
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	17 PERRINS CREEK ROAD OLINDA 3788
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

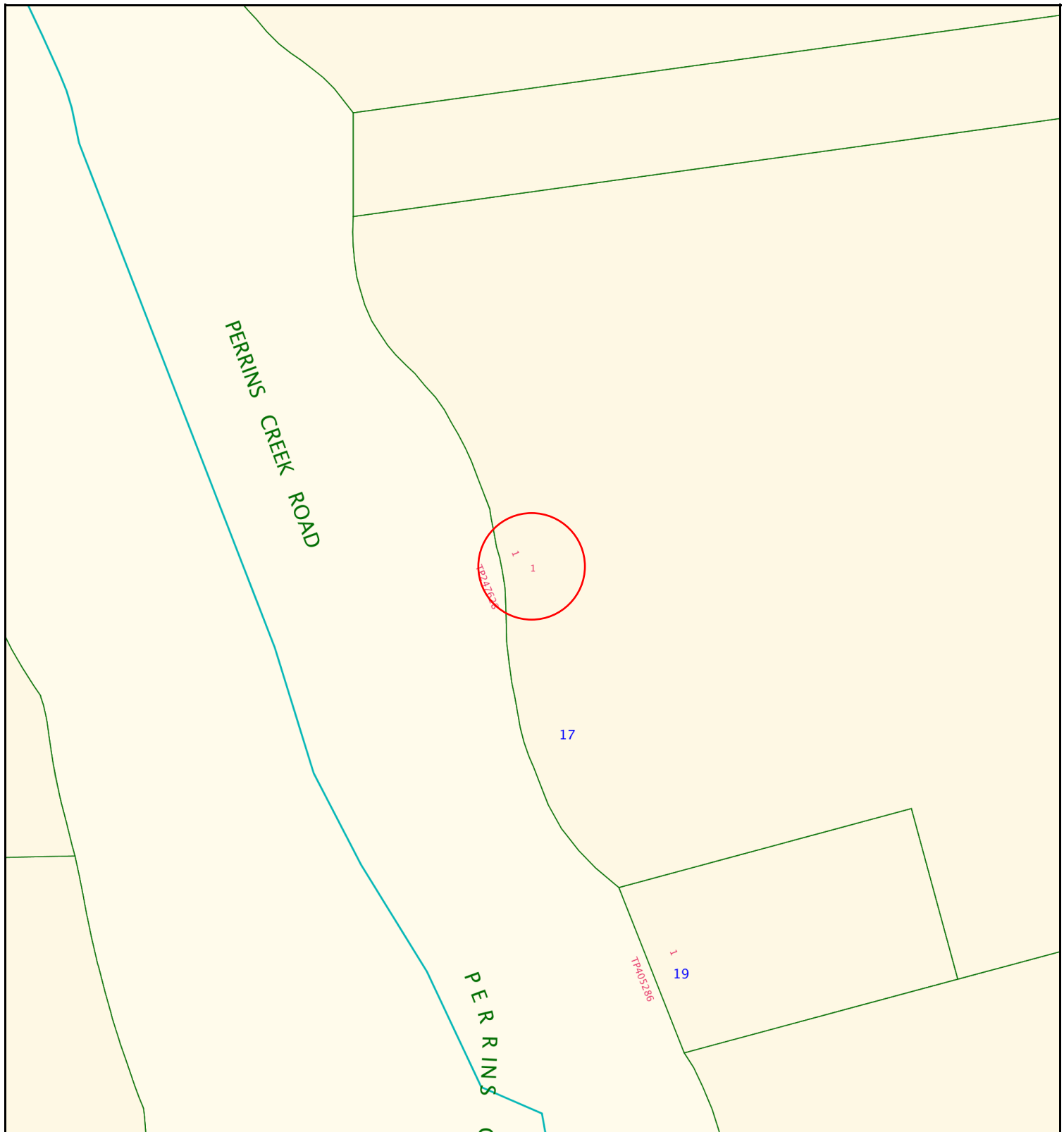
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The Perrins Creek watercourse is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30754775**

Address	17 PERRINS CREEK ROAD OLINDA 3788
Date	07/03/2023
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Batten Sacks C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1545080000
Rate Certificate No: 30754775

Date of Issue: 07/03/2023
Your Ref: 358027

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
17 PERRINS CREEK RD, OLINDA VIC 3788	1\TP247628	1386116	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$81.60
Drainage Fee	01-01-2023 to 31-03-2023	\$14.84	\$14.84

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	Balance Brought Forward
	\$44.79
	Total for This Property
	\$141.23
	Total Due
	\$141.23



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
- The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial

information, please order a Rates Settlement Statement prior to settlement.

7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1386116

Address: 17 PERRINS CREEK RD, OLINDA VIC 3788

Water Information Statement Number: 30754775

HOW TO PAY



Biller Code: 314567
Ref: 15450800007

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 116751
Your Reference 68139438-014-7:140996
Date Issued 8 March 2023

Landata
DX 250639
MELBOURNE VIC

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Property Address 17 Perrins Creek Road, Olinda VIC 3788
Property Description Sec C Ca PT 22 PMonbulk
Assessment Number 58271

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$48.80. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$48.80 for this certificate.

George Avramopoulos
Municipal Building Surveyor

NOTES

Smoke Alarms/Sprinkler Systems

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

Swimming Pools

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Batten Sacks C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 358027

NO PROPOSALS. As at the 7th March 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

17 PERRINS CREEK ROAD, OLINDA 3788
SHIRE OF YARRA RANGES

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

Date of issue: 7th March 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68139438 - 68139438121756 '358027'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / BATTEN SACKS

Your Reference: 2310124

Certificate No: 61370313

Issue Date: 09 MAR 2023

Enquiries: BXM6

Land Address: 17 PERRINS CREEK ROAD OLINDA VIC 3788

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12603523	1	247628	6626	144	\$2,840.00

Vendor: PAULINE DEWAR AS EXECUTOR OF THE ESTATE OF TEREN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF TERENCE DEWAR	2023	\$675,000	\$1,350.00	\$0.00	\$1,350.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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
ESTATE OF TERENCE DEWAR	2022	\$775.00	\$0.00	\$775.00
ESTATE OF TERENCE DEWAR	2021	\$715.00	\$0.00	\$715.00

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: \$675,000

SITE VALUE: \$675,000

AMOUNT PAYABLE: \$2,840.00

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

Certificate No: 61370313

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 = \$1,350.00

Taxable Value = \$675,000

Calculated as \$975 plus (\$675,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 61370313

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 61370313

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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 (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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)