



CORNELL & ASSOCIATES

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Covered by Professional Indemnity Insurance Against Civil Liability

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CONTRACT OF SALE

and

VENDORS STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the ACT")

VENDORS
PROPERTY
REFERENCE NO.

YING JIA QUAN
8 Gratwick Street, Lalor VIC 3075
C204066

CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, *Sale of Land Act 1962*

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price. A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot. The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

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 –

1. Particulars of Sale;
2. Special Conditions (if any);
3. General Condition;
4. Guarantee;
5. Vendors Statement Pursuant to Section 32(1) of the Sale of Land Act 1962

and in that order of priority.

The Vendor's Statement required by section 32(1) of the ***Sale of Land Act 1962*** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

1. under power of attorney; or
2. as director of a corporation; or
3. as agent authorized 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 this contract comprising:

1. Form 1 (Contract of Sale of Real Estate – Particulars of Sale);
2. Special Conditions, if any;
3. Form 2 (Contract of Sale of Real Estate – General Conditions);
4. Vendor's Statement.

SIGNED BY THE PURCHASER: on _____ the day of _____ 2025

.....
Print name of Purchasers:

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

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

SIGNED BY THE VENDORS: on _____ the day of _____ 2025

.....
Print name of Vendors: YING JIA QUAN

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

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

CONTRACT OF SALE OF REAL ESTATE
PARTICULAR OF SALE

**VENDOR'S
ESTATE AGENT:**

HARCOURTS RATA & CO
1/337 Settlement Road Thomastown VIC 3074

T: 03 9465 7766

**VENDOR'S
REPRESENTATIVE:**

CORNELL & ASSOCIATES
Address: Suite 1, 726 High Street Kew East VIC 3102
Email: info.cornell@gmail.com

T: 03 9859 9860
F: 03 9859 9658
Ref: C204066

**PURCHASER'S
REPRESENTATIVE:**

Address:	
Email:	Tel:

VENDOR:

YING JIA QUAN

PURCHASER:

Address:	
Email:	Tel:

LAND:

Lot 37 on Plan of Subdivision 020068 and being that land more particularly described in Certificate of Title Volume 07685 Folio 017

PROPERTY ADDRESS:

8 Gratwick Street, Lalor VIC 3075

CHATELS:

All fittings and fixtures as inspected

PURCHASE PRICE:

\$

DEPOSIT

\$

10% by ___ / ___ / ___ (of which \$ _____ has been paid)

BALANCE

\$

payable at settlement

DEPOSIT BOND

General condition 15 applies only if the box is checked
(NOT APPLICABLE AT AUCTION)

BANK GUARANTEE

General condition 16 applies only if the box is checked
(NOT APPLICABLE AT AUCTION)

GST (refer to general condition 19)

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

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

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

SETTLEMENT

Settlement is due on the _____ day of _____ 20____
Unless the land is a lot on a Plan of Subdivision in which case settlement is due on the above date or 14 days after the Vendor gives notice to the Purchaser/s of registration of the Plan, whichever is the later date.

At settlement the Purchaser/s shall be entitled to vacant possession unless the words 'subject to lease' appear in this box

In which case refer to General Condition 5.1.

If 'subject to lease' then the particulars of any lease are: Not Applicable.

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

LOAN (refer to General Condition 20) (NOT APPLICABLE AT AUCTION)

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

Lender:

Loan amount:

Approval Date:

BUILDING REPORT

General condition 21 applies only if the box is checked
(NOT APPLICABLE AT AUCTION)

PEST REPORT

General condition 22 applies only if the box is checked
(NOT APPLICABLE AT AUCTION)

SCHEDULE

- ITEM (1) Encumbrances to be assumed by the purchaser:-
The easements, covenants and other restrictions and encumbrances shown in the Section 32 Vendor's Statement of the *Sale of Land Act 1962*.
- ITEM (2) An approved indemnity is not in force and a claim has not been made.

CONTRACT OF SALE OF REAL ESTATE SPECIAL CONDITIONS

1. AUCTION CONDUCT RULES

This special condition applies If the property is offered for sale by public auction:

- 1.1 Offer by auction
Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
- 1.2 Conduct
The Rules for the conduct of the action shall be set out in the *Sale of Land Regulations 2005*, or any rules prescribed by regulation which modify or replace those rules together with the additional requirements as set out in this Special Condition.
- 1.3 Signing of Contract
- (a) Within 15 minutes after the fall of the hammer the successful bidder must:
- (i) sign this Contract;
 - (ii) pay the deposit set out in this Contract; and
 - (iii) if applicable, arrange for all persons to sign the Guarantee as required under this contract.
- (b) If the successful bidder fails to comply with Special Condition 1.3(a), the Vendor may sell the Property, either by auction or private treaty, to any other person. In that event the successful bidder with not have:
- (i) any right of action against the Vendor or the Vendor's agent; or
 - (ii) any interest in the Property, whether legal or equitable.

2. INTERPRETATION

- 2.1 In this Contract unless the context requires otherwise, a reference to:
- (1) one gender includes the other genders;
 - (2) the singular includes the plural and the plural includes the singular;
 - (3) a person includes a body corporate; and
 - (4) a reference to legislation includes:
 - (a) that legislation as amended or re-enacted from time to time; and
 - (b) a statute, regulation, provision, by-law or other rule enacted pursuant to or in replacement of that legislation.
- 2.2 All monetary amounts are in Australian dollars.
- 2.3 Headings are for convenience only and do not form part of this Contract or affect its interpretation
- 2.4 A party which is a trustee is bound both personally and in its capacity as a trustee.
- 2.5 "Including" and similar expressions are not words of limitation.
- 2.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.7 A reference to any legislation or to any provision of any legislation includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments issued under it.
- 2.8 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- 2.9 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down that provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

3. DEFINITIONS

In this Contract unless the context requires otherwise:

- 3.1 **Act** means the *Subdivision Act 1988 (Victoria)*.
- 3.2 **Balance** means the amount of money or percentage of the Price described in the Particulars of Sale.
- 3.2 **Bank Guarantee** means a deposit bond or irrevocable letter of credit, order or undertaking Issued by a bank or financial institution that is acceptable to the Vendor (in its absolute discretion) and in favour of the Vendor for the amount of Deposit upon terms and conditions which are to the satisfaction of the Vendor in its absolute discretion.
- 3.3 **Business Day** means any day on which trading banks are open for general banking in the City of Melbourne, excluding Saturdays and Sundays.
- 3.4 **Common Property** means all common property created on registration of the Plan of Subdivision in respect of which the owner of the Lot included in the Property is a member.
- 3.5 **Contract** means this contract of sale of real estate.
- 3.6 **Day of Sale** means the day of sale described in the Particulars of Sale.
- 3.7 **Deposit** means the amount of money described as the deposit in the Particulars of Sale.
- 3.8 **FIRB** means the Foreign Investment Review Board.
- 3.9 **General Condition** means a general condition of sale contained in the most recent edition of the Contract of Sale of Real Estate published by the Law Institute of Victoria and the Real Estate Institute of Victoria Ltd.
- 3.10 **Governmental Body** means any government or any governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity.
- 3.11 **Guarantee** means the guarantee and indemnity attached as Annexure 3 to this Contract.
- 3.12 **Interest** mean interest accrued on the Deposit in accordance with this Contract less all stamp and other duties, expenses and taxes payable in relation to the account in which the Deposit may be invested.
- 3.13 **Land** means the lot referred to in the description of the Land in the Particulars of Sale.
- 3.14 **Lender** means the lender (if any) described in the Particulars of Sale.
- 3.15 **Loan** means the loan (if any) described in the Particulars of Sale.
- 3.16 **Lot** means a lot on the Plan of Subdivision.
- 3.17 **Occupancy Permit** means an occupancy permit issued under the *Building Act 1993* in respect of property.
- 3.18 **Outgoings** means any rates, taxes, assessments and other outgoings which apply to the Land and includes insurance premiums and fees of the Body Corporate but excludes any supplementary rates or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
- 3.19 **Particulars of Sale** means the Particulars of Sale attached to and forming part of this Contract.
- 3.20 **Price** means the amount of money described as the price in the Particulars of Sale.
- 3.21 **Property** means the Lot described in the Particulars of Sale.
- 3.22 **Purchaser** means the person described as the purchaser in the Particulars of Sale and includes the Purchaser's successors and assigns as permitted under this Contract.
- 3.23 **Registrar** means the Registrar of Titles.
- 3.24 **Sale of Land Act** means the *Sale of Land Act 1962 (Victoria)*.
- 3.25 **Settlement Date** means the date described as the settlement date in the Particulars of Sale.
- 3.26 **Subdivision Regulations** means the Subdivision (Body Corporate) Regulations 2001(Victoria).
- 3.27 **Table A** means Table a of the Seventh Schedule to the *Transfer of Land Act 1958 (Victoria)*.
- 3.28 **Takeovers Act** means the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth).
- 3.29 **Transfer** means an instrument of transfer referred to in Table A.
- 3.30 **Treasurer** means the Treasurer of the Commonwealth of Australia.
- 3.31 **Vendor or Vendors** means the person or persons described as the Vendor in the Particulars of Sale or his heirs successors, assigns or transferees.

4. SECTION 32 SALE OF LAND ACT

The Purchaser acknowledges that prior to signing this Contract (or any other agreement or document in respect of the sale referred to in this Contract which is legally binding or intended to legally bind the Purchaser), the Purchaser received from the Vendor a statement signed by the Vendors in accordance with section 32 of the *Sale of Land Act 1962*.

5. JOINTLY AND SEVERALLY

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

6. AGREEMENT AS TO IDENTITY OF LAND

No Objection

The Purchaser will accept as identical with the Property the Certificate of Title corresponding to the Property and the Purchaser must not make any requisition or objection, delay settlement or claim any compensation in respect of any errors or misdescriptions in the area or the measurements of the Property hereby sold, or call upon the Vendor to amend title or to bear or contribute to any expense of any amendment to the title of the Property hereby sold, rescind this contract or delay settlement for reason of any matter referred to in this Contract. Condition 3 of Table A of the Seventh Schedule of the *Transfer of Land Act 1958* shall not apply to this Contract of Sale. The Vendor does not represent and gives no warranty that the area or the measurements boundaries or occupation or location of the Property are identical with those disclosed in the Title Plan and the Purchaser acknowledges that the Purchaser is purchasing the Property subject to all its restrictions on its use or development that are imposed or prescribed by any Law that applies to it.

The Purchaser also acknowledges that this contract is the entire agreement between the Vendor and the Purchaser. The Purchaser acknowledges that the Purchaser has inspected the Property and has made all enquiries and inquiries that a reasonably prudent person would make before entering into this contract and that the Purchaser has entered into this contract on the basis of the inspection inquiries and enquiries that the Purchaser has carried out and the Purchaser is relying on the judgement of the Purchaser, and the Purchaser has not relied upon and does not rely upon and representation or warranty of any nature whatsoever made by or on behalf of the Vendor or the Vendor's agents other than those representations and warranties expressly set out in this contract.

7. REPRESENTATION AND WARRANTY

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

8. NOMINATION

- 8.1 The Purchaser may nominate a substitute or an additional purchaser under General Condition 4, they may do so no later than 14 days before the Settlement Date, provided that:
- (a) Duly executed nomination documents by the Purchaser and the nominated purchaser complying with all laws and in a form reasonably required by the Vendor are provided to the Vendor's Legal Practitioner or Conveyancer;
 - (b) A statement signed by the Purchaser and the nominee that the nominee is not a Foreign Person or the nominee has obtained FIRB Approval for this purchaser if the nominee is a Foreign Person.
 - (c) Any nomination of a substitute or additional person to take a transfer of the land must be made no less than 14 clear days prior to the due date for settlement. Should such nomination be made within 14 days of settlement, the substitute or additional purchaser shall pay the Vendor's legal representative a cost of \$330 (including GST) for each and every nomination at settlement. This fee will be included and adjusted at settlement.
- 8.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any guarantor(s):
- (a) Remains personally liable for the due performance of all of the Purchaser's obligations under this Contract; and
 - (b) Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.
- 8.3 If the Purchaser nominates a substitute or additional purchaser and that purchaser is a company which is not listed on a recognized Australian Stock Exchange, then the Vendor may require that at least two

directors of the nominated company (or if the nominated company is sole director company, then the sole director) must execute the Guarantee and Indemnity at the time of the nomination.

8.4 If the Purchaser nominates a trust, then the Vendor may require that the signatory on behalf of the trust to execute the Guarantee and Indemnity at the time of the nomination.

9. DIRECTOR'S GUARANTEE

If a company purchases the property, any person who signs this Contract will be personally responsible to comply with the terms and conditions of this contract and the directors of the company must sign the Guarantees attached to this contract and deliver it to the Vendor or Vendor's Solicitor within 7 days of the day of sale, otherwise the Purchaser shall be deemed to be in default under this Contract and the Vendor shall be entitled to exercise the rights conferred pursuant to Table A of the 7th Schedule to the *Transfer of Land Act 1958*.

10. DEFAULT

10.1 Interest

If the Purchaser defaults in payment of any money under this contract then, without prejudice to any other rights of the Vendor, interest at a rate of 15% per annum calculated daily and computed upon the money overdue during the period of default, must be paid by the Purchaser to the Vendor upon demand.

10.2 General

If the Purchaser breaches this contract then in addition to the Vendors' other rights under this Contract the Purchaser:

- (a) must remedy the relevant breach and where the breach is incapable of remedy, pay compensation to the Vendors' satisfaction;
- (b) must pay to the vendor all costs associated with obtaining bridging finance to complete the vendor purchase of another property and interest charged on such bridging finance;
- (c) must pay to the Vendors an amount equal to all costs, liability, loss or damage suffered or incurred by the Vendor as a result of the breach (together "Loss"); and
- (d) is responsible for and indemnifies the Vendors against Loss;
- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase; and any carrier's costs thrown away or additional carrier's costs;

10.3 Land Tax Incurred as a Result of Default by the purchaser

If settlement is due to take place in one calendar year, but is delayed until the following calendar year as a result of the Purchaser's default, the Purchaser acknowledges that the Vendor may be unfairly disadvantaged by legislative provisions preventing land tax from being considered as an outgoing adjustable pursuant to General Condition 23, and that the assessment of land tax in the following calendar year is a reasonably foreseeable result of the Purchaser's default. If settlement is so delayed and land tax is assessed on the Property for the next calendar year (Additional Land Tax) then:

- (a) In addition to any penalty interest payable pursuant to the Contract, the Purchaser shall be liable in full to pay all Additional Land Tax upon settlement;
- (b) In the event the Contract is terminated by the Vendor pursuant to General Condition 35, the Additional Land Tax will form part of the quantum of any claim or action against the Purchaser by the Vendor pursuant to General Conditions 35.4(c);
- (c) The Purchaser hereby indemnifies the Vendor for all of the Additional Land Tax and any costs, liabilities or damages arising from the assessment or payment of the Additional Land Tax; and
- (d) This condition shall not merge on settlement.

11. FOREIGN ACQUISITION

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

12. GOODS AND SERVICES TAX

- (a) 'GST' means GST within the meaning of the GST Act;
- (b) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999;

(c) Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.

13. DEPOSIT

13.1 The deposit monies payable by the Purchaser under this Contract shall be paid to the licensed Estate Agent acting for the Vendor. All Deposit Monies paid hereunder shall be held and applied in accordance with the provisions of the *Sale of Land Act 1962*.

13.2 The Purchaser agrees that if requested by the Vendor to authorize release of the deposit early, provided the Property is on the date of that request in a state and condition substantially identical to that in which it was on the day of sale, Section 27(2)(a) shall not be relied upon to frustrate or delay the release of deposit.

14. THE PLAN OF SUBDIVISION:

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

15. THE PURCHASER AGREES THAT

15.1 Prior to signing this Contract the Purchaser inspected and established the state and condition of the Property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;

15.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.

16. CHATTELS

16.1 The Vendor does not give any warranty with respect to the chattels sold under this Contract nor with respect to any appliances, including but not limited to any hot water service or stove, and any implied warranty as to the working condition or state thereof as at the Day of Sale or the settlement date is hereby negated.

16.2 The Vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this Contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the Day of Sale. The Purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the Day of Sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.

17. INSPECTION

Except with the consent of the Vendor the Purchaser may only inspect the property on one occasion during the 7 days preceding the settlement day.

18. ADJUSTMENT

The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time that the Purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments. The Vendor will not be obliged to provide cheque details till this condition has been

complied with. The Purchaser acknowledge that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re adjust, after settlement has been completed. This condition will not merge on settlement.

19. STAMP DUTY

The purchaser acknowledges and agrees that:

- (a) Neither the Vendor nor anyone acting on the Vendor's behalf has made any warranty as to the amount of stamp duty payable on the transfer to the purchaser;
- (b) The Purchaser has made its own enquires and investigations as to the amount of stamp duty payable on the transfer to the Purchaser and the Purchaser acknowledges that it will be solely liable for all stamp duty payable on the transfer;
- (c) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property
- (d) The Purchaser will not make any objection, requisition or Claim against the Vendor or rescind, terminate or delay settlement of this Contract because of the amount of stamp duty that the State Revenue Office may assess.

20. PURCHASER BUYING UNEQUAL INTEREST

If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("proportions").

If the proportion recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

The Purchaser fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

This special condition will not merge on completion.

21. LAND TAX

- 21.1 This Special condition 22 only applies if the price is less than \$10 Million.
- 21.2 The vendor will be liable for the land tax. No adjustment to be made for the land tax at settlement. The vendor must pay any outstanding land tax in relation to the property prior to settlement and provide a clear land tax on or before settlement.

22. SETTLEMENT BOOKING

If purchaser requests for settlement date changes or fails to attend settlement, purchaser is liable to pay vendor's legal representative rescheduling settlement fee of \$300.00 plus GST for each reschedule beside the fee to issue a default or rescission notice (if applicable).

23. AMENDMENT TO GENERAL CONDITIONS

General Conditions 29, 31.4, 31.5 and 31.6 do not apply to this contract.

24. Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs,

renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE **GENERAL CONDITIONS**

CONTRACT SIGNING

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions

and inquiries.

- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that –
 - (i) the purchaser intends to use 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.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
 - (a) the personal property is of a kind that may 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

12. 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.

13. GENERAL LAW LAND

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

MONEY

14. DEPOSIT

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

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

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

19.7 In this general condition:

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of

the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

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

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

despite:

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

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

- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.
-

TRANSACTIONAL

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner 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.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

DEFAULT

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the

right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT
TO SECTION 27 OF THE SALE OF LAND ACT, 1962

VENDOR: YING JIA QUAN
PROPERTY: 8 Gratwick Street LALOR VIC 3075

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s): COMMONWEALTH BANK OF AUSTRALIA

at address of

(b) Amount secured \$ by the Mortgage.

Instalments \$ per

Amount required to discharge the Mortgage \$ This amount includes outstanding rates, taxes
or charges due to any statutory body or other charge for Money's owing.

(c) Rate of interest payable % p.a. Default rate % p.a.

(d) Due date of repayment of Mortgage(s): / / 20
unless the mortgage demands early repayment upon breach of its conditions

(e) The Mortgage **does *does not** provide for further advances *as follows:

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the *Transfer of Land Act, 1958*.

Signature of Vendor(s):

Print name of Vendors: YING JIA QUAN

Date of Vendor's Statement:

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

Signature of Purchaser(s):

Print name of the Purchasers:

Date of Receipt:

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- (a) The particulars provided by the Vendors in this Statement are accurate.
- (b) The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- (c) The Contract is not subject to any condition enduring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers
to Requisitions on Title or is otherwise deemed to have accepted title.

Signature of Purchaser(s):

Print name of the Purchasers:

Date of Purchaser's Release:

SECTION 32
VENDORS STATEMENT

PROPERTY: 8 Gratwick Street, Lalor VIC 3075

VENDOR: YING JIA QUAN

OUR REFERENCE C204066

CORNELL & ASSOCIATES

LICENCE NO. 000993L

Covered by Professional Indemnity Insurance Against Civil Liability

Address

Suite 1, 726 High Street
Kew East Victoria 3102

Telephone

03 9859 9860

Facsimile

03 9859 9658

VENDORS STATEMENT

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

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: 8 Gratwick Street, Lalor VIC 3075

Signature of the Vendor(s)
Print name of the Vendor(s): YING JIA QUAN

Date of Statement:

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

Signature of the Purchaser(s)
Print name of the Purchaser(s):

Date of Acknowledgement:

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require consent or permit of undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property with the appropriate authorities.

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

1. FINANCIAL MATTERS

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (excluding any Body Corporate charges which, if any, are disclosed in the Section 6 of this statement, and excluding any sewer and water usage charge) and any interest payable on any part of them as follows:

Their total does not exceed: \$ 3,500.00 p.a.

- 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 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.

As attached if any otherwise nil.

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.

As attached if any otherwise nil.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered).

Description – As set out in the attached copies of document/s.

And the purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

Particulars of any existing failure to comply with their terms are as follows
– None to the Vendor's knowledge.

However underground electricity cables, sewers/drains may be laid outside registered easements.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The Property is not in a designated bush fire prone area. A Bushfire Prone Area Report is attached.

3.4 Planning Scheme

Information concerning any planning instrument is as follows:

- (a) Name: Whittlesea City Planning Scheme
- (b) The Responsible Authority is : The Department of Infrastructure
- (c) Zoning and/or Reservation: As attached.
- (d) Name of planning overlay: As attached.

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:

None to the vendor's knowledge.

4.2 Agricultural Chemicals

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

None to the vendor's knowledge.

4.3 Compulsory Acquisition

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:

None to the vendor's knowledge.

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): As attached if any otherwise nil

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")

As attached if any otherwise nil.

8. SERVICES

Information concerning the supply of the following services –

SERVICE	CONNECTED
(a) Electricity	Yes
(b) Gas	Yes
(c) Water	Yes
(d) Sewerage	Yes
(e) Telephone	No

Services that are operating at the date of this Vendor Statement may not be operating at the date of completion of any Contract of Sale. The Purchaser will have to bear all fees and expenses to have the service operate in the Purchaser's own name.

9. TITLE

Attached are copies of the following document/s relating to the Title:

The 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. 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.)

Is attached.

12. SWIMMING POOLS

In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in Particular Regulation 5.13 requiring provision of barriers to restrict access by some children to the swimming pool within 30 days after:

- (a) In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of Land Act (Vic) 1962 the date of completion of the Contract: and
- (b) In the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the Contract.

13. SELF CONTAINED SMOKE ALARMS

Since February 1997 all dwellings (as described under the regulations) will be required to have smoke detectors installed by January 31 1999 or if the property is sold any time prior to January 31 1999 then compliance must occur within thirty days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia (BCA) clause E1.7 and regulation 5.14 of the Building (Amendment) Regulations 1996. these provisions require self contained smoke alarms that comply with AS3786.

If apply then it shall become the Purchaser's responsibility.

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

Page 1 of 1

VOLUME 07685 FOLIO 017

Security no : 124125395813G
Produced 17/06/2025 12:50 PM

LAND DESCRIPTION

Lot 37 on Plan of Subdivision 020068.
PARENT TITLE Volume 07360 Folio 857
Created by instrument 2123917 06/02/1951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YING JIA QUAN of 8 GRATWICK STREET LALOR VIC 3075
AH805453R 23/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU779141P 06/09/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2123917 06/02/1951

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

DIAGRAM LOCATION

SEE LP020068 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 8 GRATWICK STREET LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 06/09/2021

DOCUMENT END

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MICROFILMED

1545829, 009912

A 8943

THOMAS CLEARY and HUNT

2123917

3 to the Registrar of Titles. Please refer to the map of the property.
COMMONWEALTH BANK OF AUSTRALIA
MELBOURNE



-6 FEB 1951

LODGED

6 FEB 1948

THE PETER LALOR HOME BUILDING CO-OPERATIVE SOCIETY LIMITED

registered under the law relating to industrial and provident societies of 31 Victoria Street Melbourne in the State of Victoria being registered or entitled to be registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWENTY-FIVE POUNDS paid to it by WILFRED ROBERT LEEDER of 17 Hunter Street Abbotsford in the said State Radio - Mechanic DOTH HEREBY TRANSFER unto the said Wilfred Robert Leeder ALL its estate and interest in ALL THAT piece of land being Lot 37 on Plan of Subdivision Number 20068 lodged in the Office of - Titles being part of Crown Portion Twenty-six Parish of Keelbundora County of Bourke and being part of the land more particularly described in Certificate of Title Volume 7360 Folio 5500 ¹⁴⁷¹⁸⁵⁷ together with all registered appurtenant easements AND the said Wilfred Robert Leeder with the intent that the burden of the following covenants shall be attached to and run at law and in equity with the land hereby transferred DOTH HEREBY for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANTS with The Peter Lalor Home Building Co-operative Society Limited as aforesaid and its transferees registered proprietor or proprietors for the time being of the land remaining untransferred in Certificate of Title Volume 7360 Folio 557 ^{853 to 863 both inclusive} or any part or parts thereof that he or they will not affix or display any posters bills or advertisements upon any hoarding wall or fences on the said land hereby transferred AND that no hoarding or structure shall be erected on the said land hereby transferred or used as a bill posting or advertising station AND that no building shall be commenced or reconstructed upon the said land hereby transferred without first obtaining the consent and approval in writing of The Peter Lalor Home Building Co-operative Society Limited as aforesaid to the plans sections and specifications thereof AND that no building other than one residential dwelling-house shall be erected on the said land hereby transferred AND that he or they will not at any time here-

*7360/857 (pt)
Under an acre,
base: The Coast
herein.*

*DLAB
23-9-51*

*DLAB
23-9-51*

*EX 64/5
6-10-52*

*17-11-50
DLAB
21/1/51
21/1/51
21/1/51*

*DLAB
21/1/51
DLAB
21/1/51*

*DLAB
20/1/51
DLAB
17/1/51*

IMAGED

after use or permit or allow to be used the land hereby transferred for quarrying or brick-making operations or dig carry away or remove or permit or allow to be dug carried away or removed any marl stone earth clay gravel or sand from or off the said land hereby transferred.

DATED this 30th day of December 1947.

THE SEAL of THE PETER LALOR HOME BUILDING CO-OPERATIVE SOCIETY LIMITED was hereunto affixed by direction of the Committee of Management and in the presence of



J. Harvey Committee Member

W.T. King Committee Member

A. Dunstan
Secretary
17/12/47

M. W. ... Secretary.

SIGNED by the said WILFRED ROBERT LEEDER in Victoria in the presence of

Wm. R. Hunt

W. R. ...
W. R. ...
W. R. ...

S. ...
M. ...

ENCUMBRANCES ABOVE REFERRED TO

THE EASEMENTS (if any) implied by virtue of Section 212 of the Transfer of Land Act 1928.

THE PETER LALOR HOME BUILDING
CO-OPERATIVE SOCIETY LIMITED

to

WILFRIED ROBERT LEEDER

TRANSFER OF LAND

THOMAS CLEARY & HUNT,
Barristers & Solicitors,
495 Collins Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2123917
was entered on the 6 FEB 1951
in the Register Book Vol. 7360 Fol. 857

CW Mitchell

Assistant Registrar of Titles

12

INFORMATION ONLY

~~INFORMATION ONLY~~

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP020068
Number of Pages (excluding this cover sheet)	4
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WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 20068

EDITION 2

PLAN MAY BE LODGED 7-5-1950

3 SHEETS
SHEET 1

PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 26
PARISH OF KEELBUNDORA

COUNTY OF BOURKE

VOL. 7360 FOL. 857

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

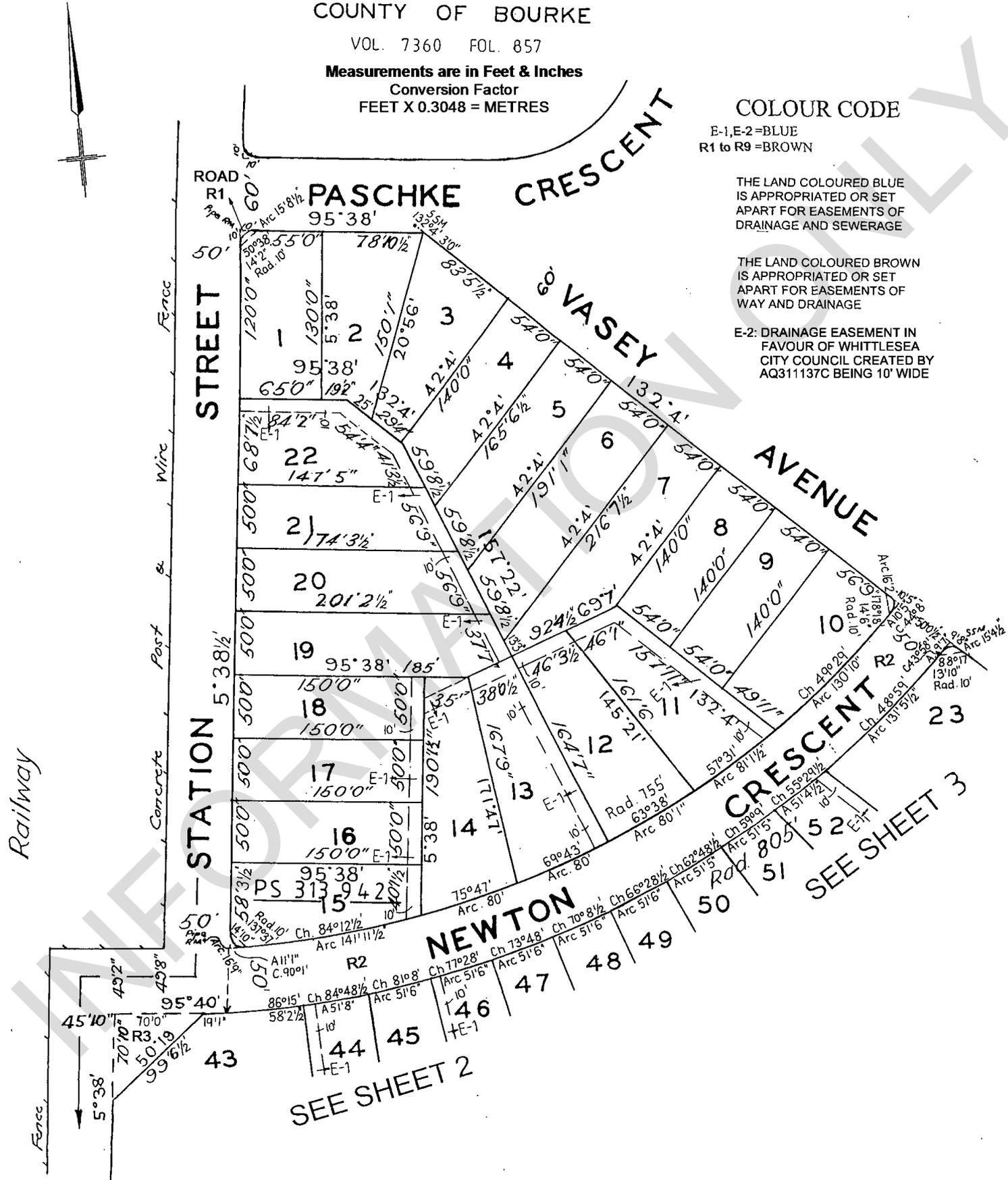
COLOUR CODE

E-1, E-2 = BLUE
R1 to R9 = BROWN

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE

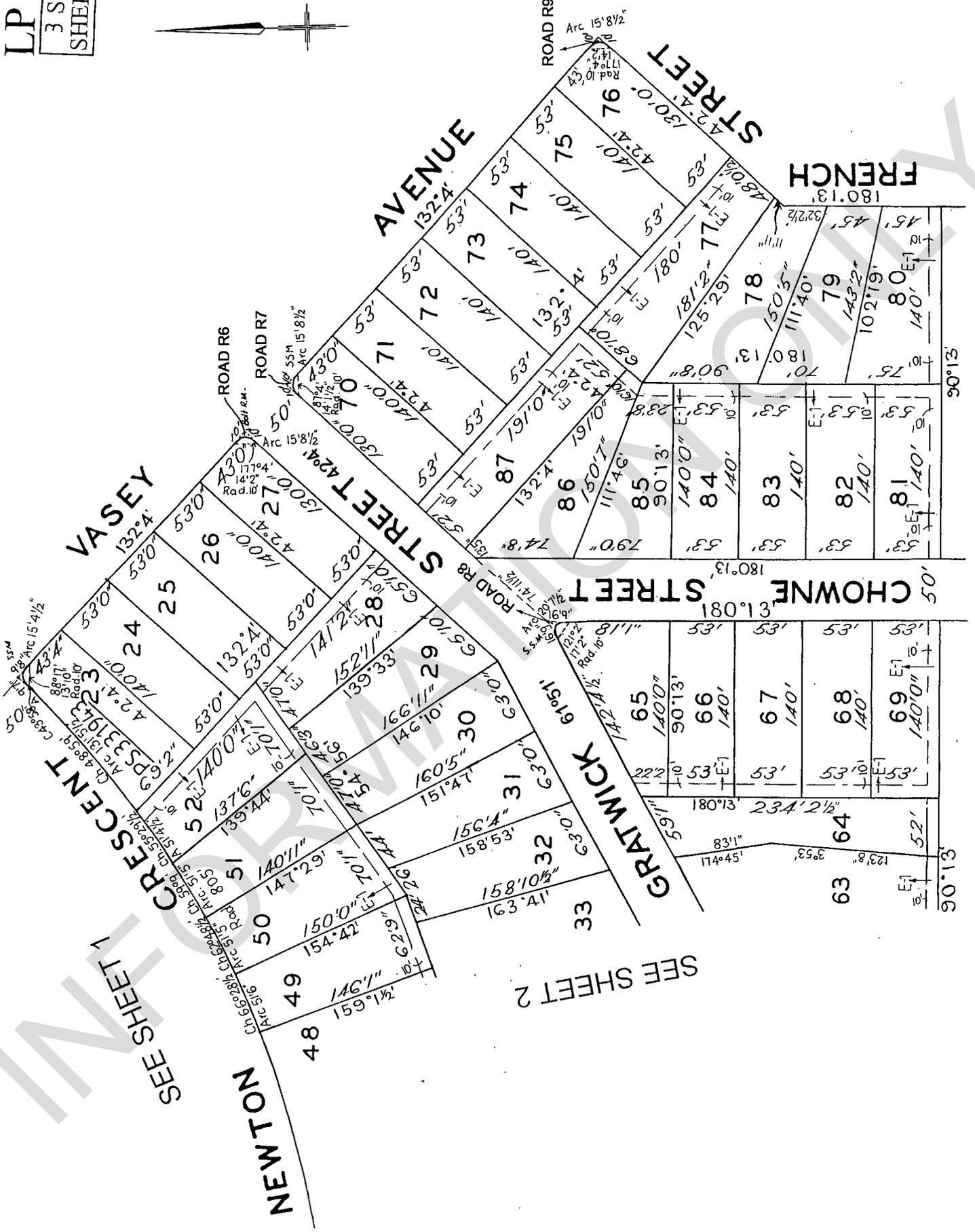
THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE

E-2: DRAINAGE EASEMENT IN
FAVOUR OF WHITTLESEA
CITY COUNCIL CREATED BY
AQ311137C BEING 10' WIDE



SEE SHEET 2

SEE SHEET 3



SEE SHEET 1

SEE SHEET 2

17th June 2025

CORNELL CONVEYANCING C/- LANDATA
LANDATA

Dear CORNELL CONVEYANCING C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	8 GRATWICK STREET LALOR 3075
Applicant	CORNELL CONVEYANCING C/- LANDATA LANDATA
Information Statement	30948552
Conveyancing Account Number	7959580000
Your Reference	C204066

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	8 GRATWICK STREET LALOR 3075
------------------	------------------------------

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	8 GRATWICK STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

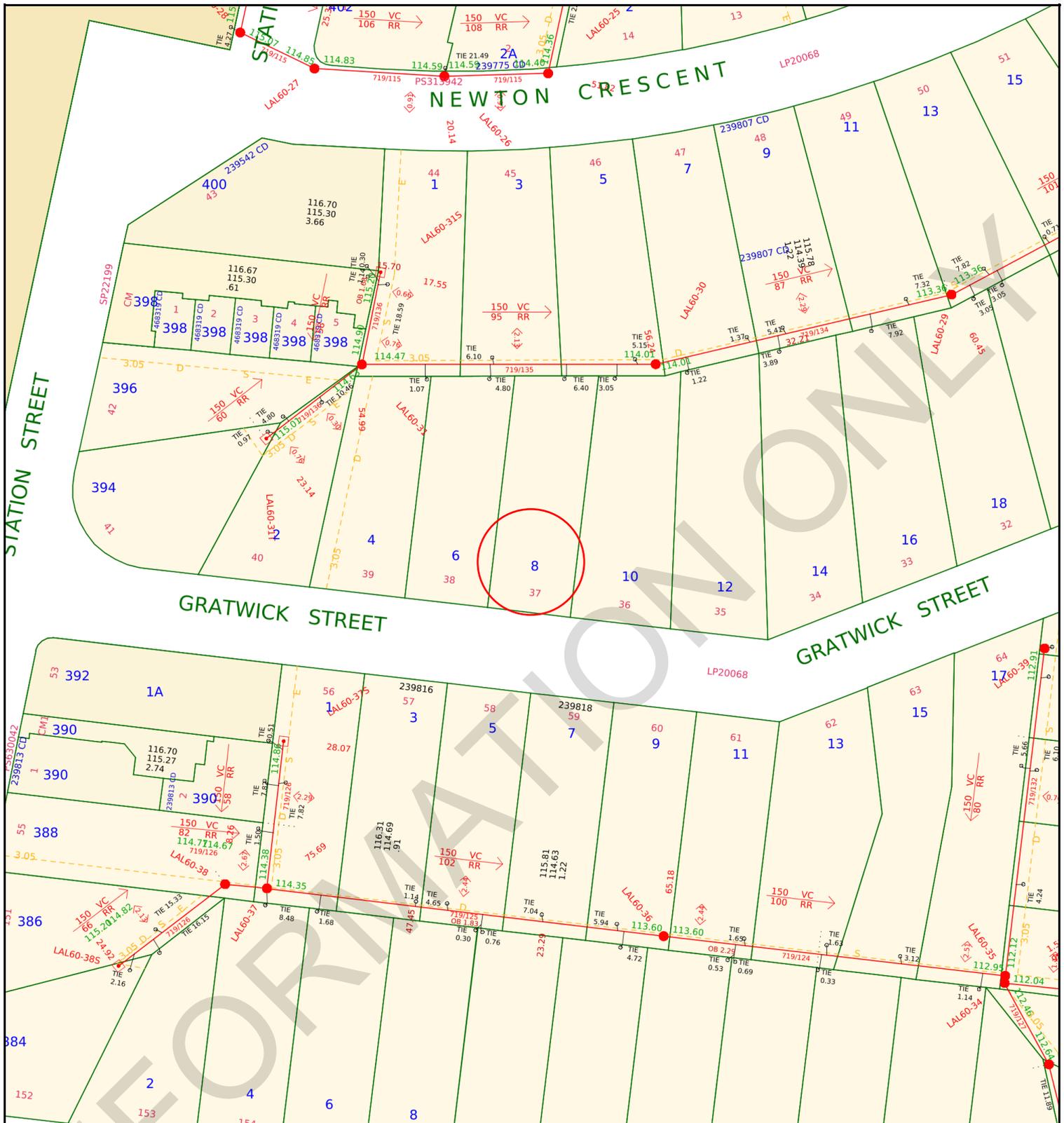
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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: 30948552**

Address 8 GRATWICK STREET LALOR 3075

Date 17/06/2025

Scale 1:1000



ABN 93 066 902 501

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;

CORNELL CONVEYANCING C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9678886532
Rate Certificate No: 30948552

Date of Issue: 17/06/2025
Your Ref: C204066

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
8 GRATWICK ST, LALOR VIC 3075	37/LP20068	1224306	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 32.000000kL x \$3.43420000 = \$109.89</i> Estimated Average Daily Usage \$1.25	03-02-2025 to 02-05-2025	\$109.89	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. 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.

7. 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.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. 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.

Property No: 1224306

Address: 8 GRATWICK ST, LALOR VIC 3075

Water Information Statement Number: 30948552

HOW TO PAY



Biller Code: 314567
Ref: 96788865323

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Y J Quan
8 Gratwick Street
LALOR VIC 3075



029
1039404
R5_5043

PAID \$2096.49
ANZ 15/02/25

Assessment number: 0131854



To receive your rates notice via email, register at
whittlesea.enotices.com.au
 Reference No: 74553EFFDZ

Issue date: 31/07/2024

Instalment 1

\$524.49

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$524.00**

Due By 30/11/2024

Instalment 3 **\$524.00**

Due By 28/02/2025

Instalment 4 **\$524.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,096.49**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 8 Gratwick Street LALOR VIC 3075

LOT 37 LP 20068

Owner: Quan Ying Jia

Ward : Lalor

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$525,000	\$675,000	\$33,750

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 33,750 x 0.04683579	\$1,580.71
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 675,000 x 0.00008700	\$58.73
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$2,096.49

Payments received after 15 July 2024 may not be included on this notice

How to pay

- whittlesea.vic.gov.au
- Phone **1300 301 185**
- Council Offices**
See the back of this notice for opening hours and locations

BPAY

Billers Code: 5157
Ref: 0131854
 BPAY this payment via internet or phone banking

FlexiPay

 Set up your flexible payment options.
 Scan the QR code or visit
whittlesea-pay.enotices.com.au
 Bank Account

Post Billpay
Post Billpay **Billpay Code: 0350**
Ref: 1318541
 Pay in person at any post office:
 131 816 or postbillpay.com.au
 Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1148313

APPLICANT'S NAME & ADDRESS

CORNELL CONVEYANCING C/- LANDATA
MELBOURNE

VENDOR

JIA, QUAN YING

PURCHASER

NA, NA

REFERENCE

C204066

This certificate is issued for:

LOT 37 PLAN LP20068 ALSO KNOWN AS 8 GRATWICK STREET LALOR
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

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

17 June 2025

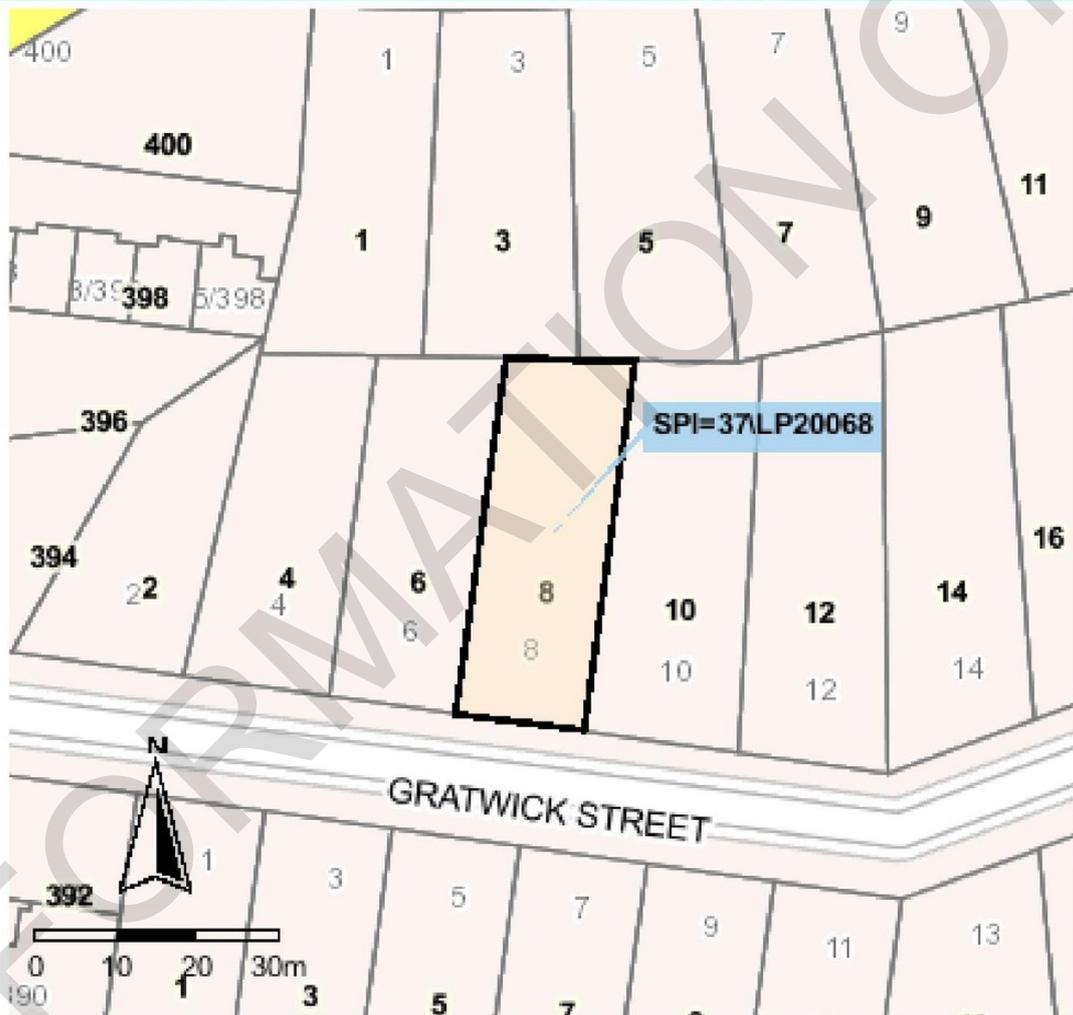
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

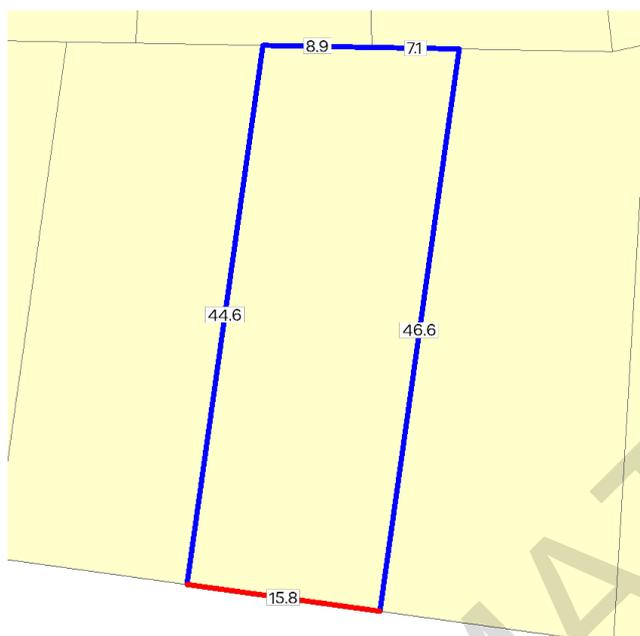
PROPERTY DETAILS

Address: **8 GRATWICK STREET LALOR 3075**
Lot and Plan Number: **Lot 37 LP20068**
Standard Parcel Identifier (SPI): **37\LP20068**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **131854**
Directory Reference: **Melway 8 K4**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 723 sq. m

Perimeter: 123 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

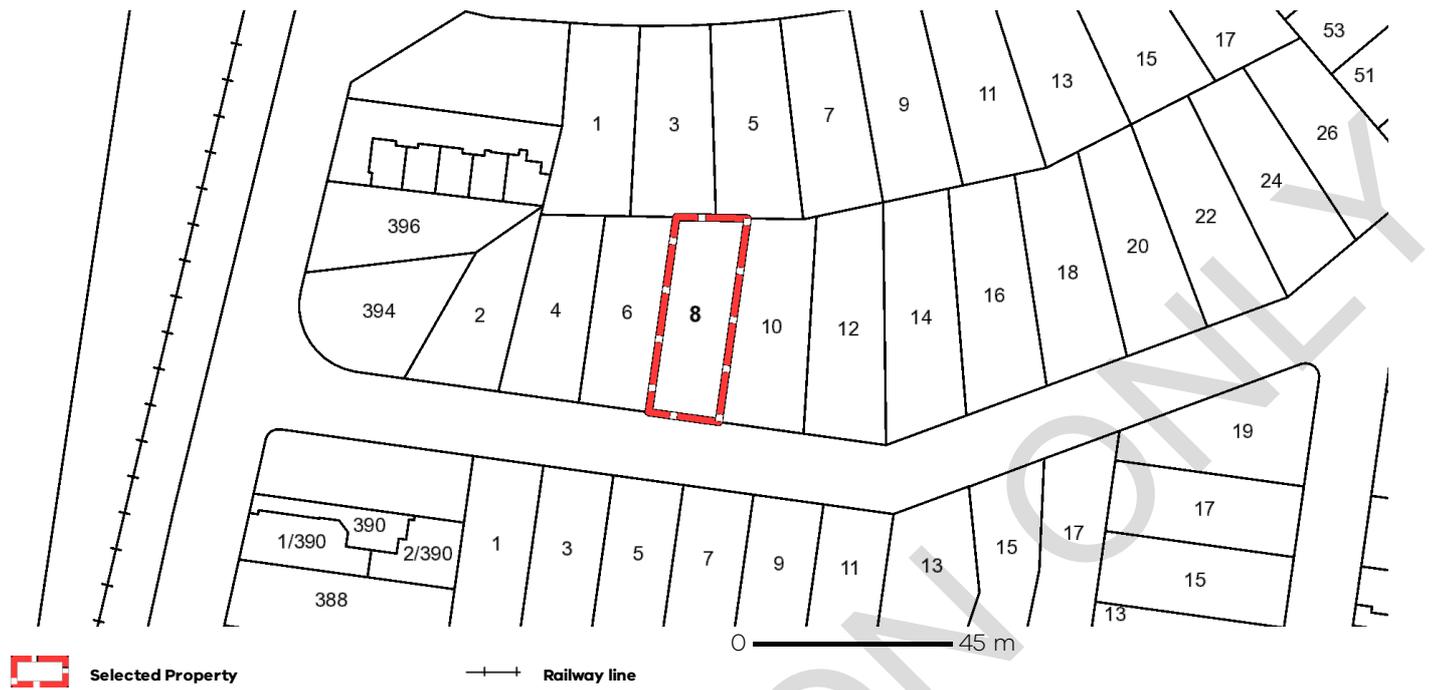
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 17 June 2025 12:23 PM

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Address: **8 GRATWICK STREET LALOR 3075**
Lot and Plan Number: **Lot 37 LP20068**
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www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

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STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

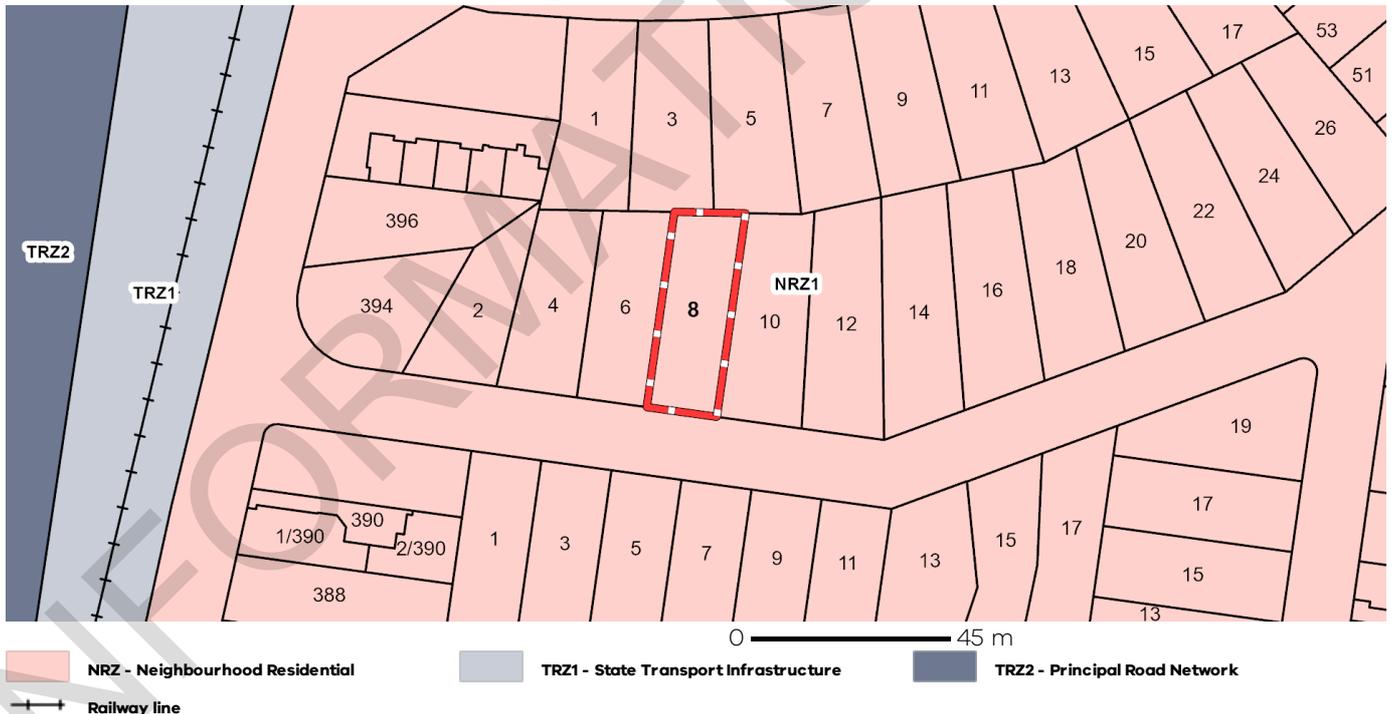
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

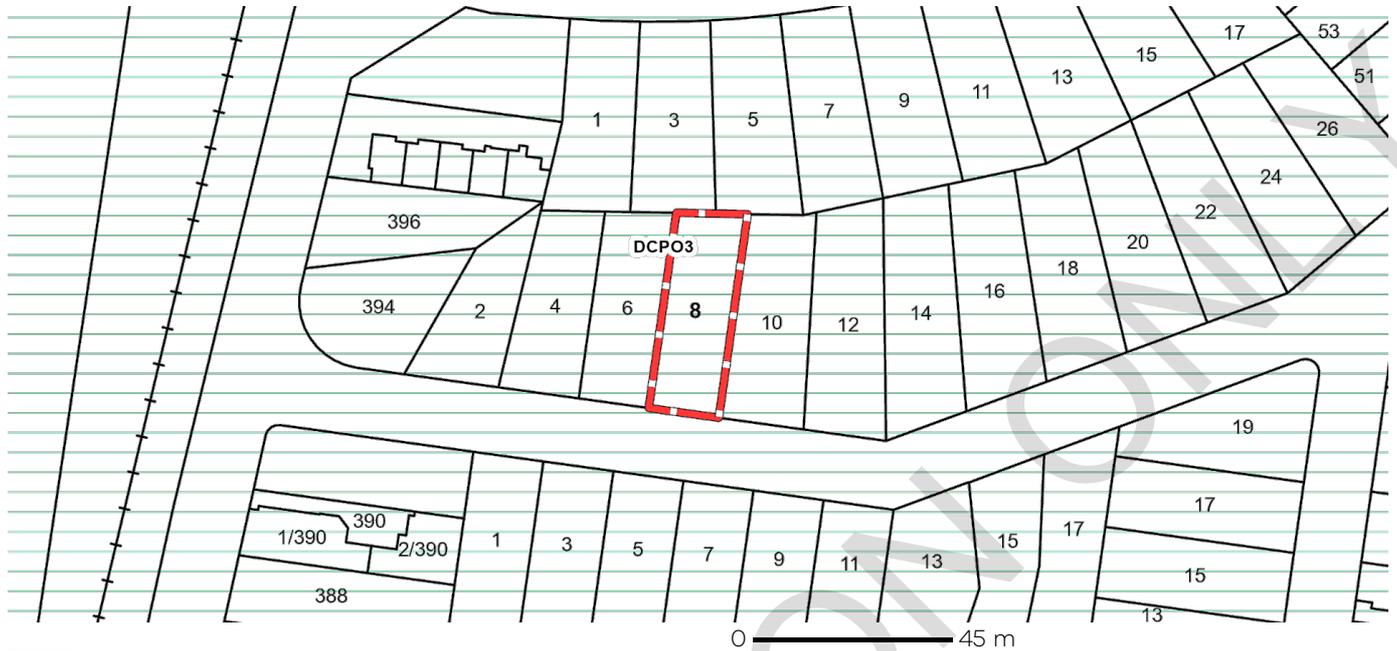


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



DCPO - Development Contributions Plan Overlay

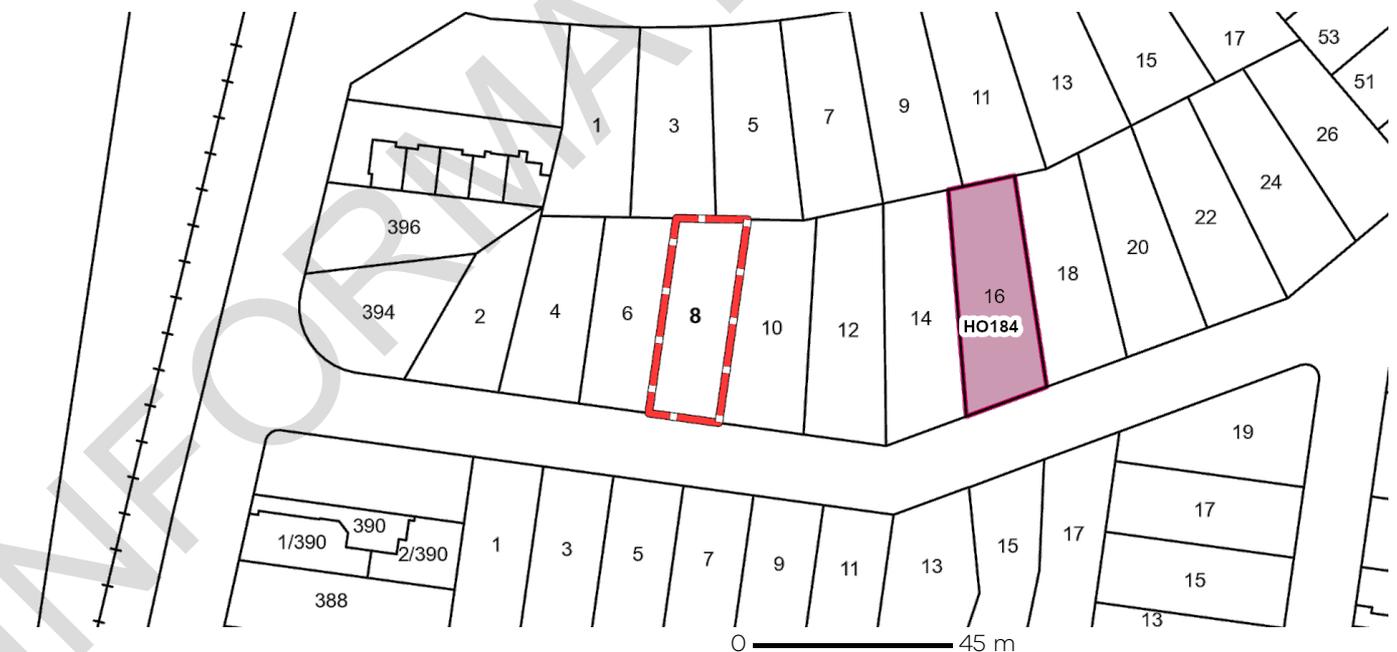
Railway line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

Railway line

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

Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

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

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

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

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

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

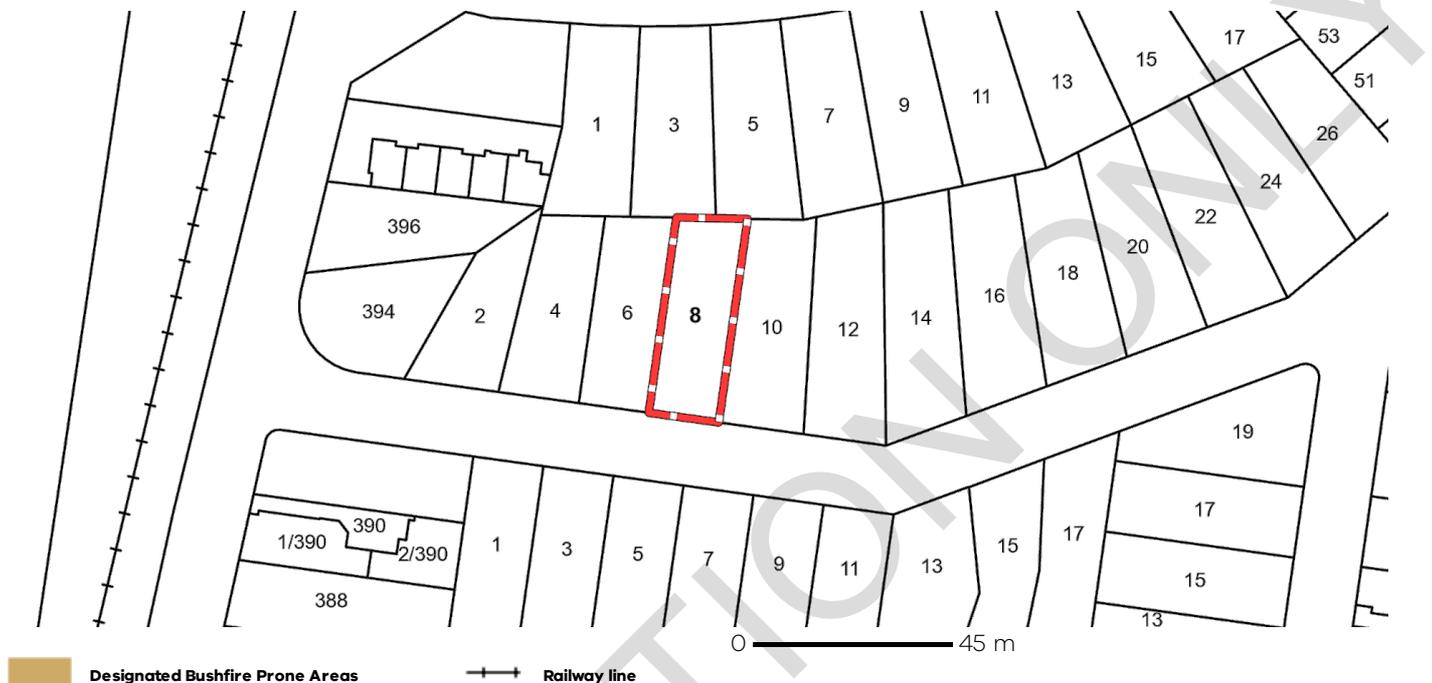
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

CORNELL CONVEYANCING
1/726 HIGH STREET
KEW EAST 3102

Client Reference: C204066

NO PROPOSALS. As at the 17th June 2025, 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®.

8 GRATWICK STREET, LALOR 3075
CITY OF WHITTLESEA

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: 17th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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