

**DATED**

**2023**

# **CONTRACT OF SALE**

**PROPERTY**

**UNIT 1 / 309 FINDON ROAD, EPPING, VIC 3076**

**SNEZANA & Co. PTY LIMITED**  
**LAWYERS**

**PO BOX 2358, TAYLORS LAKES VIC 3038**

**Mobile: 0425 387 468**

**Email: [snezanalawyers@bigpond.com.au](mailto:snezanalawyers@bigpond.com.au)**

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

State nature of authority, if applicable: .....

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:**    **GOCE SILJANOSKI & IVA SILJANOSKI** .....

State nature of authority, if applicable: .....

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

# Table of contents

## Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

# Particulars of sale

## Vendor's estate agent

Name: **HARCOURTS RATA & CO. REAL ESTATE**

Address: 219 High Street, Thomastown , Vic 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob:

## Vendor

Name: **GOCE SILJANOSKI & IVA SILJANOSKI**

Address:

## Vendor's legal practitioner or conveyancer

Name: Snezana & Co.

Address: PO BOX 2358, Taylors Lakes VIC 3038

Email: [snezanalawyers@bigpond.com](mailto:snezanalawyers@bigpond.com)

Tel: 0425 387 468 Ref: 23/183

## Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11856 Folio 530	1	PS 729391S

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

## Property address

The address of the land is: **UNIT 1 / 309 FINDON ROAD, EPPING VIC 3076**

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

All floor coverings, window furnishings, fixtures & fittings of a permanent nature.

**Payment**

Price \$ .....

Deposit \$ ..... by ..... / ..... / 2023..... (of which \$ ..... has been paid)

**Balance \$ ..... payable at settlement**

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

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

**is due on** ..... / ..... /2023

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

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

**Lease (general condition 5.1)**

- At settlement the purchaser is entitled to vacant possession of the Property unless the box is checked, in which case the Property is sold subject to\*:
  - a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years
  - OR
  - a residential tenancy for a fixed term ending on ..... / ..... /20.....
  - OR
  - a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

- This contract is subject to a loan being approved and the following details apply if the box is checked:  
 Lender: .....(or another lender chosen by the purchaser)  
 Loan amount: no more than \$ ..... Approval date: ..... / ..... /20.....

**Building Report**

General condition 21 applies only if the box is checked.

**Pest Report**

General condition 22 applies only if the box is checked.

# Special Conditions

## 1 Definitions and Interpretation

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### 1.1 Definitions

In this contract except where inconsistent with the context or subject matter:

**Authority** means an authority having jurisdiction over the Property (including its use, development and occupation) including any government, statutory body or corporation or service provider.

**Authorisation** means any permit, approval, authorisation, consent, or licence.

**Bank** means a body corporate authorised to carry on banking business in Australia under section 9 of the *Banking Act 1959* (Cth).

**Bank Guarantee** means an irrevocable and unconditional undertaking without an expiry date from a Bank in favour of the vendor's lawyer to pay on demand to the vendor's lawyer an amount equal to the Deposit on terms and conditions acceptable to the vendor.

**Business Day** means any day which is not a Saturday, Sunday or a bank/public holiday in Victoria.

**General Conditions** means the conditions set out in Form 2 in the Schedule to the *Estate Agents (Contracts) Regulations 2008* (Vic).

**Guarantee** means a guarantee and indemnity in the form set out in **Schedule 1**.

**Law** means any law or lawful requirement that relates to, or affects the Property or its development or use whether that law or lawful requirement arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, Authorisation, notice or directive of any Authority or otherwise.

**Lot** means a lot delineated on the Plan as the context requires.

**Lot Entitlement** means the proportion of entitlement attributed to the Lot by the Plan.

**Lot Liability** means the proportion of liability attributed to a Lot by the Plan.

**Occupancy Permit** means all Authorisations required by Law before the Property may be occupied.

**Outgoings** means all outgoings and operating expenses relating to the Property including rates, taxes, assessments and land tax.

**Owners Corporation Act** means the *Owners Corporation Act 2006* (Vic) or any replacement or amendment to this Act.

**Particulars of Sale** means the Particulars of Sale to which these Special Conditions are attached.

**Price** as set out in the Particulars of Sale.

**Project** means the subdivision, construction and development of the buildings and improvements on the Site including the development of dwellings, public open spaces, roads, reserves other facilities.

**Property** means the property referred to in the Particulars of Sale.

**Services** means by Services as described in the Vendors Statement.

**Settlement** means the date upon which vacant possession of the Property is provided, title is accepted and the Price (as set out in the Particulars of Sale) is paid.

**Settlement Date** means the due date for settlement detailed in the Particulars of Sale.

**Site** means all of the land in the Plan.

**SLA** means the *Sale of Land Act 1962* (Vic).

**The Plan** means plan of subdivision (a copy of which is included in the Vendor's Statement).

**Transfer** means such registrable instrument or instruments of transfer of the Land as will enable the purchaser to become registered as proprietor of the Land.

**Vendor's Statement** means a statement in accordance with section 32 of the SLA which is attached to, and forms part of, this Contract.

## 1.2 Interpretation

In this Contract, unless the context requires otherwise:

- (a) The singular includes the plural and vice versa;
- (b) Words denoting any gender include all genders;
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) A reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to, or of, this Contract;
- (e) A reference to this Contract includes any general conditions, special conditions, schedules or annexures;
- (f) Headings are for convenience and do not affect interpretation;
- (g) If there is more than one person named as purchaser then the provisions of this Contract bind those persons jointly and severally;
- (h) A reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) A reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (j) A reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) Words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (l) A reference to any legislation or to any provision of any legislation includes:
  - (i) Any modification, re-enactment or replacement of the legislation; and
  - (ii) All legislation, statutory instruments and regulations issued under the legislation or provision;
- (m) The words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;
- (n) Terms described in the Particulars of Sale have the same meanings when used in this Contract; and
- (o) The special conditions shall take precedence over the general conditions to the extent of any inconsistency.

## 2 Identity

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- 2.1 The purchaser admits that the land as offered for sale and inspected by him/her is identical with that described in the title particulars given herein, including measurements and area of the Property. The purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the cost of doing so.
- 2.2 The vendor makes no warranty that the improvements erected on the Property comply with relevant statutory building regulations, municipal by-laws, any other relevant statutes or regulations (including any repealed laws under which any improvements were constructed) and the purchaser acknowledges that he/she have made his/her own investigations in this regard with the relevant authorities.
- 2.3 The purchaser further acknowledges that the Vendor is under no liability or obligation unless expressly stated in this Contract of Sale to carry out repairs, renovations, alternations or improvements and the Purchaser irrevocably agrees that they will not make any objection, requisition, or claim any compensation, rescind, nor delay completion of the Contract by reason of any matter or thing arising out of this Special Condition.
- 2.4 The purchaser acknowledges that:
  - (a) any failure of any building or improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the Purchaser shall not make objection, requisition, or claim any compensation from the Vendor on any such ground;

- (b) The Purchaser accepts the land and improvements on and services on and to the land in the present condition, position and state of repair and subject to all faults and defects both latent and patent; and
- (c) The Vendor will not be required to produce any building permit, building approval, final inspection, occupancy permit or any other permits, approvals or inspections in relation to the land or any improvements and the purchaser shall not make requisition or claim any compensation from the Vendor on that ground.

### **3 Amendments to General Conditions**

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- (a) General Condition 11 is amended in accordance with Special Condition 7 below.
- (b) General Condition 12 is deleted.
- (c) General Condition 14.7(b) is amended by the deletion of “cheque drawn on an authorised deposit-taking institution” and the insertion of “bank cheque”.
- (d) General Condition 14.11 is deleted.
- (e) General Condition 17.2 is amended by the deletion of “4:00pm” and inserting “3:00pm or any later time agreed to by the vendor’s solicitors”.
- (f) General Condition 28.1 is amended by the deletion of “vendor” and inserting “purchaser”.
- (g) General Condition 31.3 is amended by the deletion of “one or more of the” and the insertion of “improvements, fixtures, fittings or” and the deletion of “but may claim compensation from the vendor after settlement”.
- (h) General Condition 35.4(a) is amended by the deletion of “up” and the insertion of “equivalent”.

### **4 Whole contract**

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#### **4.1 Entire Agreement**

The Contract constitutes the entire agreement between the parties in relation to the Property or its purchase.

#### **4.2 Conditions not in Contract**

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

### **5 Waiver**

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#### **5.1 Failure to exercise power or right**

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

#### **5.2 Single or partial exercise**

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

#### **5.3 No waiver of purchaser’s obligations**

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

#### **5.4 Waiver to be in writing**

Waiver of any power or right under this Contract:

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

## 6 Planning Schemes

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- 6.1 The Purchaser buys subject to any restrictions on the use or development order or imposed by the provisions of the relevant planning scheme or schemes, statute, order, permit, regulation, local law, overlay, or by-law or other town planning laws or any permit condition or conditions imposed by any authority empowered to control the use and development of the property ("Property Restriction").
- 6.2 A Planning Restriction does not constitute a defect in the Vendor's title to the property or effect the validity of this contract.
- 6.3 The Purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price in consequence of any Planning Restriction or amendment.

## 7 Release of Security Interest

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General Condition 11 – this General condition is deleted and replaced by the following:

- 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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 11.3. However, the vendor is only required to so advise if the purchaser makes request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
- 11.3 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, 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 security interest is granted.
- 11.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that-
- (a) (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 prescribed for the purposes section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) Is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless
    - (i) The personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
    - (ii) The purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.5 A release of the purposes of general condition 11.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in the form which allows the purchaser to take title to the goods free of that security interest.
- 11.6 The purchaser must provide the vendor with a copy of the release under general condition 11.3(a) at or as soon as practicable after settlement.

- 11.7 The vendor must also ensure that on or before settlement, the purchaser receives a written undertaking from a secured party to register a financing charge statement to reflect the release in addition to ensuring a release is received under general condition 11.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.8 The purchaser must advise the vendor of any security interest that is registered on or before the date 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.
- 11.9 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 11.8.
- 11.10 The purchaser may 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, and
  - (c) As though the purchaser was in default  
- if settlement is delayed under general condition 11.9.
- 11.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.11 applies despite general condition 11.11.
- 11.12 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.

## **8 Services**

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- 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 Connection of Service**

The Purchaser acknowledges that consumable services (ie: Services 'connected' as per Section 32) where such services are provided by an authority connected to the property and operating on the day of sale. The Vendor may terminate any account with a service provider prior to settlement. The Purchaser acknowledges that it will be his/her responsibility to pay all costs of and incidental to connection or reconnection to the land of all the services he/she may require. The Purchaser also acknowledges that it is his/her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or reconnecting to the property any service he/she may require. Unless the Purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date.

## **9 Statement of Adjustments**

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- 9.1** The purchaser shall pay, adjust or discharge all rates and taxes (including land tax on a proportional basis) and other outgoings with respect to the Property from the day of settlement.
- 9.2** The purchaser will provide to the vendor's solicitor, copies of certificates obtained and on which their Statement of Adjustments are based on when they submit their Statement of Adjustments to the vendor's solicitor, and the vendor is not obliged to provide the cheque details until copies of all the certificates are provided. The purchaser acknowledges that failure to provide copies of the certificates on which their adjustments are based will render them in default under this Contract.
- 9.3** Should the purchaser fail to obtain and provide the certificates, the adjustments will be calculated as having been paid in full by the vendor and the relevant adjustment recorded. The purchaser acknowledges that in such instance they forfeit any right/ability to adjust after settlement.

- 9.4** The Purchaser's representative must provide all current rateable certificates (comprising Land Information Certificate, Water Information Statement and/or any applicable Special Meter Read, Land Tax Certificate, Owners Corporation Certificate, Land Tax Clearance and any other certificate which may be required to complete the Statement of Adjustments) to enable the Vendor's representative to verify the Statement of Adjustments.
- 9.5** If this special condition comes into operation, the Purchaser and their representative agree that settlement shall take place 2 business days after receipt of the current rateable certificates and penalty interest will be payable for the number of days settlement was delayed due to the Purchaser's default.
- 9.6** The Purchaser and their representative acknowledge that this is an essential term of the Contract of Sale.

## **10 Acknowledgements by Purchaser**

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The purchaser acknowledges that:

- 10.1** The Property and any goods sold by this Contract shall not pass to the purchaser until payment in full of the Price.
- 10.2** The vendor provided the purchaser with a vendor's Statement pursuant to Section 32 of the SLA prior to the purchaser signing this Contract.
- 10.3** They have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or on behalf of the Vendor or their consultants, agents, representatives and servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim compensation whatsoever in respect of the state of repair and/or condition of the land and any buildings or structures on the property and any items or goods within the said buildings or structures.
- 10.4** The Purchaser acknowledges that improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal bylaws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws and regulations shall not be and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not claim compensation whatsoever from the Vendor nor require the Vendor to comply with any one or more of those laws and regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy or Final Inspection or any other similar copy of any guarantee or insurance policy under any building legislation. The Purchaser acknowledges that this is an essential term of the Contract of Sale and does not merge at settlement and it remains in full force and effect.
- 10.5** The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing buildings and improvements thereon in their present condition and state of repair, subject to all defects latent and patent, subject to any infestations and dilapidation, subject to any existing water, sewerage, drainage and plumbing services and connections and the purchaser shall not be entitled to make requisition, objection, action or claim any compensation for any deficiency or defect in the said building and improvements as to their suitability for occupation or otherwise including any requisition, objection, action or claim in relation to the issue of building permits, notices, orders and/or completion of inspections by the relevant authorities in respect of any improvements herein.
- 10.6** The Purchaser acknowledges that no representation, warranties or indemnities of any kind have been made or given by the vendor concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and the purchaser agrees not to make any requisition or claim against the vendor whatsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment or any pest infestation which may be caused to, by any beneficial use of the property.
- 10.7** The Purchaser indemnifies and releases the Vendor in relation to any loss, damage, cost, expense or claim arising out of or in connection with any matter in this Special Condition.

## **11 Guarantee & Indemnity**

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- 11.1** Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two directors of the purchaser company or one director and the company secretary of the purchaser company.
- 11.2** If the Purchaser is a corporation, the signatories to the Contract hereby personally guarantee the performance of the Contract and the observation of all the terms and conditions in the Contract and shall jointly and severally liable for such performance and observation of all the terms and conditions of this Contract.

## **12 Auction Rules**

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- 12.1** In the event the Property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction shall be as prescribed by the *Sale of Land Regulations 2005 (Vic)* or any rules prescribed by regulation which modify or replace those rules.

## **13 Inspection**

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- 13.1** The Purchaser acknowledges and warrants to the Vendor that, where it has not physically inspected the Property, it is satisfied with the risk of purchasing a property sight unseen. It buys the Property subject to and will comply with all restrictions, conditions, features, and other matters affecting the Property including any physical characteristics of the Property and the surrounding lots and vicinity generally.
- 13.2** The Purchaser shall not be entitled to make any objection or claim compensation whatsoever in respect of any such matter.

## **14 Condition of Property and Compliance with Notices**

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- 14.1** The property and any chattels/goods are sold in their present condition and subject to any defect; and
- 14.2** The Purchaser acknowledges that he/she has inspected the chattels, fittings and appliances forming part of the Contract and that he/she is aware of their condition and any deficiencies; and
- 14.3** The Purchaser shall not require the chattels to be in working order at the date of completion, nor shall they claim any compensation in relation thereto; and
- 14.4** This Contract shall not be avoided on the grounds that the chattels or any of them cannot be delivered to the Purchaser and the Purchaser's right in relation to any non-delivery of any chattels shall be limited to any claim the Purchaser may have, subject always to any essential or paramount special condition, for compensation or damages after the final settlement.

## **15 Finance**

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- 15.1** Should the purchaser seek to withdraw from the Contract of Sale pursuant to a finance clause (in accordance with General Condition 20.2) the purchaser must, in addition:
- (a) Provide a formal letter (on prescribed letterhead and being signed by an authorized person) from the bank/financial institution the purchaser was seeking to borrow from (a letter from a broker or other third party will not be accepted) confirming the purchaser was unable to obtain a loan in the amount prescribed in this Contract of Sale; and
  - (b) The formal letter must be received by the vendor's solicitor no later than 4:30pm on the last business day of the finance clause.
  - (c) Failure to provide same will result in the Contract becoming unconditional and the purchaser required to complete the Contract and tender all monies due under the Contract at settlement date.

## 16 FIRB Approval

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- 16.1** The purchaser warrants to the vendor that they either do not require any approval under *Foreign Acquisitions and Takeovers Act 1975* (as amended) to purchase the Property and to enter into this Contract or (if the purchaser do so require any such approval) the purchaser has obtained such approval.
- 16.2** The purchaser agrees to indemnify and keep indemnified the vendor against any loss (including consequential loss) the vendor may suffer by reason of the vendor relied upon this warranty when accepting the offer or tender of the purchaser in respect to the Property.

## 17 Default and rescission

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### 17.1 Default interest

- (a) If the purchaser fails to pay an amount payable under this Contract on the due date for payment, the purchaser must pay on demand interest on the amount unpaid at the rate of 4 per cent higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) in addition to the following expenses:
- (i) A rebooking fee \$375 (inclusive of GST), a finance extension fee, and/or settlement fee \$375 (inclusive of GST) for each and every rescheduled finance approval extension fee and rebooking settlement fee is payable to the vendor's solicitor or agent plus any legal costs and/or fees levied by the vendor's solicitor and/or Mortgagee/Chargee or any third party at settlement. Such amounts must be paid on the said rescheduled settlement date;
  - (ii) Any costs, expenses, interest or penalties incurred by the vendor for bridging finance and/or to a third party through any delay in completion of the vendor's purchase (if applicable);
  - (iii) Any accommodation and removalist costs necessarily incurred by the vendor;
  - (iv) Further additional legal costs of \$880.00 (inclusive of GST) should a Notice of Default or Notice of Rescission be served on the Purchaser. The Purchaser is deemed to accept the costs as being 'reasonable costs' under General Condition 34.2(b)(ii) by entering into this Contract.

### 17.2 Default notice

The obligation under General Condition 34 for a party to serve a default notice before exercising any rights arising from the other party's default does not apply in relation to the right of the Vendor's solicitor to make demand on the Bank providing the Bank Guarantee (if a Bank Guarantee is provided as a deposit).

### 17.3 Consequences of default

If a default notice issued in accordance with General Condition 34 does not state that unless the default is remedied and the reasonable costs incurred as a result of the default, and any interest payable are paid this Contract will be ended in accordance with that General Condition then if the default notice is not fully complied with, the party not in default under this Contract may:

- (a) terminate this Contract in which case General Condition 35.3 or General Condition 35.4 as applicable will apply; or
- (b) leave this Contract on foot and sue the party in default under this Contract for damages, specific performance or both.

### 17.4 Rescinding party to notify stakeholder

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

## 17.5 Settlement Re-Scheduling and Cancellation

The Purchaser acknowledges:

Without limiting any other rights of the Vendor, if the Purchaser fails to:

- (a) settle on the due date for settlement as set out in the particulars of sale of this contract; or at the agreed settlement time (as specified in writing by the Vendor's solicitor) and settlement must be re-scheduled for another time and/or day, the Purchaser shall be deemed to have defaulted under the Contract and Special Condition 16 shall apply; and.
- (b) The Purchaser shall not be deemed to have remedied the default, and the Vendor will not be obliged to settle, until payment of any claimed expenses and/or re-booking costs are made. The Vendor's solicitors re-booking costs are \$375.00 (inclusive of GST) per re-booking on account of additional work and correspondence reasonably carried out on behalf of the vendor and with each additional amount to be paid at settlement.

## 18 Solar Panels

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18.1. In the event, that solar panels are on the property described, the Purchaser acknowledges and agrees that:

- (a) they have made their own enquiries regarding whether or not any benefits currently provided to the Vendor by agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard.
- (b) The Purchaser will make their own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels.
- (c) The Vendor nor the Vendor's agent have made any representations or warranties with respect to the solar panels or their state of repair.

## 19 Swimming Pools

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19.1 In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with *Building Regulations 2018*.

19.2 The Purchaser further acknowledges and agrees that it has made its own enquires in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

19.3 The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water.

## 20 Smoke Alarms

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20.1 If the property includes a dwelling or sole occupancy unit which is or forms part of a building to which *Building Regulations 2018* applies that requires the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

20.2 The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for installing any smoke alarms.

## 21 Marketing Materials

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- 21.1 The Purchaser acknowledges and agrees that it has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the date of sale.
- 21.2 The Purchaser agrees and acknowledges that the Vendor has made no representations whatsoever as to the suitability of the Property for any future purposes (including development) nor the existence or possible issue of consents or permits in respect of the property and that the Purchaser has relied on its own searches and enquires as to the issue of any consent or permit in respect of the Property.

## 22 ATO GST Withholding Notice

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### General Condition 25 – GST WITHHOLDING

This provision is executed by way of **Annexure A** of this Contract of Sale.

## 23 Foreign resident capital gains withholding

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- 23.1 General Condition 24.3 – this General condition is deleted and replaced by the following:  
This 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 vendor is a foreign resident, the Property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

## 24 Nomination

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### 24.1 Right to Nominate

The purchaser cannot nominate an additional or substitute purchaser except in accordance with this special condition.

### 24.2 Requirements

- (a) To nominate an additional or substitute transferee the Purchaser must deliver to the Vendor not later than 10 business days prior to the Settlement Date:
- (b) If the Purchaser wishes to nominate or substitute an additional purchaser it must seek the prior written consent from the Vendor and must deliver to the Vendor's legal practitioner:-
- (i) A written request for the vendor's consent to the nomination of a substitute or additional purchaser;
  - (ii) A nomination notice signed by the additional or substitute transferee and the Purchaser;
  - (iii) A copy of any completed statutory declaration the State Revenue Office requires the Purchaser to make;
  - (iv) A deed to be prepared by the Vendor's Solicitor in which each nominated additional or substitute transferee jointly and severally confirms to the Vendor that they will comply with all the Purchasers obligations under this Contract including without limitation any that are capable of having effect after Settlement and under which each jointly and severally indemnifies the Vendor against any claim, loss, damage or liability incurred or arising from the nomination of a substitute or additional purchaser;
  - (v) A guarantee and indemnity (in the form of the guarantee and indemnity attached to this Contract) executed by the director or principal shareholders of the nominee or other persons approved by the Vendor and if the nominee is a corporation defied in the Corporations Act (other than a corporation listed on a recognised stock exchange or one of its wholly owned subsidiaries).
- (c) The Purchaser acknowledges and agrees to pay to the vendor's solicitor at settlement the amount of \$495 (inclusive of GST) being the vendors costs for preparing the deed contemplated in special condition 23.2(a).

- (d) If the nominee is a corporation to which general condition 20 applies, a Guarantee which complies with the requirements of the general condition but includes changes necessary by the reason of the nomination;
- (e) A written acknowledgement from the guarantors that the nomination of the nominee does not violate the guarantors obligations;
- (f) Agree that if the warranty in the general condition is breached, the purchaser and the nominee must indemnify the vendor against any penalties, fines, legal costs, losses or damages which the vendor suffers as a direct or indirect breach of that warranty.

#### **24.3 No Release**

The purchaser acknowledges and agrees that the Purchaser nominating an additional or substitute transferee will not relieve the Purchaser of its obligations under this Contract either before or after the date of nomination and the Purchaser remains liable under this Contract.

#### **24.4 Loss**

If the Vendor suffers or incurs any Loss as a result of the nomination of an additional or substitute transferee by the Purchaser, the Purchaser is liable for and indemnifies the Vendor against such Loss.

### **25 Early Possession**

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**25.1** In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser will execute a licence agreement as prepared by the Vendor's representative and will prior to taking possession pay the reasonable costs associated with the said preparation & execution.

**25.2** The Purchaser acknowledges that then vendor's representative will prepare the licence agreement and the purchaser must pay the legal costs of \$880.00.

### **22 Windfall Gains Tax**

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**22.1** Should the sale of the Property result in any re-zoning between the day of sale and settlement which attracts Windfall Gains Tax (hereinafter referred to as WGT), the Purchaser will be liable for payment of any WGT and must pay the WGT either at the same time as the balance of the purchase price to the Vendor for settlement to occur, or

**22.2** Should the WGT be payable prior to settlement the Purchaser must pay all WGT to the Australian Taxation Office or whomever the WGT is due and payable to by the due date, and

**22.3** Failure by the purchaser to pay the required WGT will result in a material breach of the Contract.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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## Money

### 14. DEPOSIT

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

## 15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

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

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

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

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

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

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

## 22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### 32. BREACH

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

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

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

## **Annexure A**

### **GST WITHHOLDING NOTICE**

General Condition 25 provides that the Vendor must at least 14 days before the due date for settlement provide the Purchaser with a GST withholding notice in accordance with Section 14-255 of Schedule 1 of the Taxation Administrative Act 1953 (Cth) (“the Act”).

The property is not a new residential premises or potential residential land included on a property subdivision plan for the purpose of GST Withholding.

Accordingly, we hereby give notice that the Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Act in relation to the supply of the above property.

INFORMATION ONLY

**SCHEDULE 1**

**GUARANTEE and INDEMNITY**

I/We \_\_\_\_\_ of \_\_\_\_\_

And \_\_\_\_\_ of \_\_\_\_\_

Being the Sole Director/Directors of \_\_\_\_\_ ACN \_\_\_\_\_

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

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

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

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2023**

**SIGNED SEALED AND DELIVERED** by the said:

Director's Name (print) \_\_\_\_\_ Director's Signature \_\_\_\_\_

*In the presence of:* **Witness Signature:** \_\_\_\_\_

Witness Name: \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by the said

Director's Name (print) \_\_\_\_\_ Director's Signature \_\_\_\_\_

*In the presence of:* **Witness Signature:** \_\_\_\_\_

Witness Name: \_\_\_\_\_



**LAW  
INSTITUTE  
VICTORIA**

# Vendor Statement

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

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

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

Land	UNIT 1, 309 FINDON ROAD, EPPING VIC 3076	
Vendor's name	GOCE SILJANOSKI	Date / /2023
Vendor's signature		
Vendor's name	IVA SILJANOSKI	Date / /2023
Vendor's signature		
Purchaser's name		Date / /2023
Purchaser's signature		
Purchaser's name		Date / /2023
Purchaser's signature		

**SNEZANA & Co. PTY LIMITED**

LAWYERS

PO Box 2358

TAYLORS LAKES VIC 3038

Mobile: 0425 387 468

Email: snezanalawyers@bigpond.com

## SECTION 32 STATEMENT

PROPERTY: 41 ANGUS STREET, HADFIELD VIC 3046

### 1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them) are set out in the attached certificates and are summarised as follows:

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) CITY OF WHITTLESE	(1) \$1,488.43 per annum (est)	(1)
(2) YARRA VALLEY WATER	(2) \$750.00 per annum (est)	(2)

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

To

Unless otherwise disclosed in the attached certificates and documents; none to the knowledge of the vendor (Other than in respect to any charges under the PPS Act; if any, where the purchaser should make its own enquiries.

### 1.3 Terms Contract

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

**Not Applicable**

### 1.4 Sale Subject to Mortgage

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

**Not Applicable**

## 2. INSURANCE

### 2.1 Damage and Destruction

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

**Not Applicable**

### 2.2 Owner Builder

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

**Not Applicable**

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

As far as the Vendor is aware, there are no registered or unregistered easements, covenants, or other similar restrictions affecting the property, other than:-

- Any Easements and Covenants disclosed in the Certificates of Title and the Plan of Subdivision;
- Any easements implied under the Subdivision Act 1988 and all easements, restrictions or other rights appropriated, reserved or created by the registration of the Plan of Subdivision;
- As otherwise shown in the annexures to this Statement; and
- As contained in the attached copies of title documents.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity supply.

#### 3.2 Road Access

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

#### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

### 4. NOTICES

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

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

Not to the Vendors knowledge, however the Vendor has no means of knowing all decisions of the Government of other authorities unless such decisions have been communicated to the Vendor.

#### 4.2 Agricultural Chemicals

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

Not to the Vendors knowledge.

#### 4.3 Compulsory Acquisition

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

Not to the Vendors knowledge, however the Vendor has no means of knowing all decisions of the Government of other authorities unless such decisions have been communicated to the Vendor.

**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):

**No such permits have been issued.**

**6. OWNERS CORPORATION**

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

**Not Applicable.**

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

**Not to the Vendors knowledge, however the Vendor has no means of knowing all decisions of the Government of other authorities unless such decisions have been communicated to the Vendor.**

**8. SERVICES**

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

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

**Connected indicates that the service is provided by an authority and operating on the day sale.**

**The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected at the Purchaser's cost.**

**9. TITLE**

Attached are copies of the following documents:

**1.1 (a) Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

**Not Applicable**

**10.2 Staged Subdivision**

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

**Not Applicable**

**10.3 Further Plan of Subdivision**

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

**Not Applicable**

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

**Not Applicable**

## 12. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence.*

*The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience, especially for auction sales or where the vendor has not appointed an estate agent.)*

## 13. ATTACHMENTS

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

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

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

## **VENDOR'S STATEMENT**

**PROPERTY:**

**UNIT 1, 309 FINDON ROAD, EPPING VIC 3076**

**SNEZANA & Co. PTY LIMITED**

**LAWYERS**

**PO Box 2358**

**TAYLORS LAKES VIC 3038**

**Mobile: 0425 387 468**

**Email: [snezana@lawyers@bigpond.com](mailto:snezana@lawyers@bigpond.com)**



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 11856 FOLIO 530

Security no : 124109361087G  
Produced 26/09/2023 04:08 PM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 729391S.  
PARENT TITLE Volume 09784 Folio 485  
Created by instrument PS729391S 22/02/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
GOCE SILJANOSKI  
IVA SILJANOSKI both of 309 FINDON ROAD EPPING VIC 3076  
AQ140708K 14/08/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AQ140709H 14/08/2017  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT N744819S

Any encumbrances created by Section 90 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE PS729391S 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: UNIT 1 309 FINDON ROAD EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER  
Effective from 14/08/2017

DOCUMENT END

**PLAN OF SUBDIVISION**

Stage No. /

LRS use only

**EDITION 1**

Plan Number

**PS 729 391 S**

**Location of Land**

Parish: **Marang**  
 Township: -----  
 Section: -----  
 Crown Allotment: -----  
 Crown Portion: **9 (Part)**

Title References: Vol 97E4 Fol 485

Last Plan Reference: LP 200534 T (Lot 293)

Postal Address: **309 Findon Road**  
**EPPING 3076**

MGA Co-ordinates: E **328125**  
 N **5832350** Zone **55**

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
NIL	NIL

**Council Certification and Endorsement**

Council Name: **City of Whittlesea** Ref: /

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
  2. This plan is certified under section 11(7) of the Subdivision Act 1988  
 Date of original certification under section 6 / /
  3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.
- OPEN SPACE**
- (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made.
  - (ii) The requirement has been satisfied.
  - (iii) The requirement is to be satisfied in Stage /  
 Council delegate /  
 Council seal /  
 Date / /
- Re-certified under section 11(7) of the Subdivision Act 1988.
- Council delegate /  
 Council seal /  
 Date / /

**Notations**

Depth Limitations **DOES NOT APPLY**

Staging This is not a staged subdivision  
 Planning permit No. /

Survey This plan is / is not based on survey  
 (To be completed where applicable)

This survey has been connected to Permanent Marks No(s): Marang PM 298  
 in Proclaimed Survey Area no: /

**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	PIPELINE & CHANNEL PURPOSES	6 m	LP 204328 T	H.M.B.W.
E-2	CARRIAGEWAY	SEE DIAG	THIS PLAN	LOT 1 ON THIS PLAN

LRS use only

Statement of compliance/  
 Exemption Statement

Received

Date: 30/1/2017

LRS use only

PLAN REGISTERED  
 TIME: 4:16 PM  
 DATE: 22/2/2017

**N RILEY**  
 Assistant Registrar of Titles

Sheet 1 of 2 Sheets

**MERIDIAN LAND SURVEYORS**

PROVIDERS OF SPATIAL DATA SOLUTIONS

2B/266 BOLTON ST, ELTHAM 3095  
 P: (03) 9439 0070 Fax: (03) 8456 5990  
 www.meridian-survey.com.au

LICENSED SURVEYOR (PRINT) **OWEN MICHAEL DABELSTER**

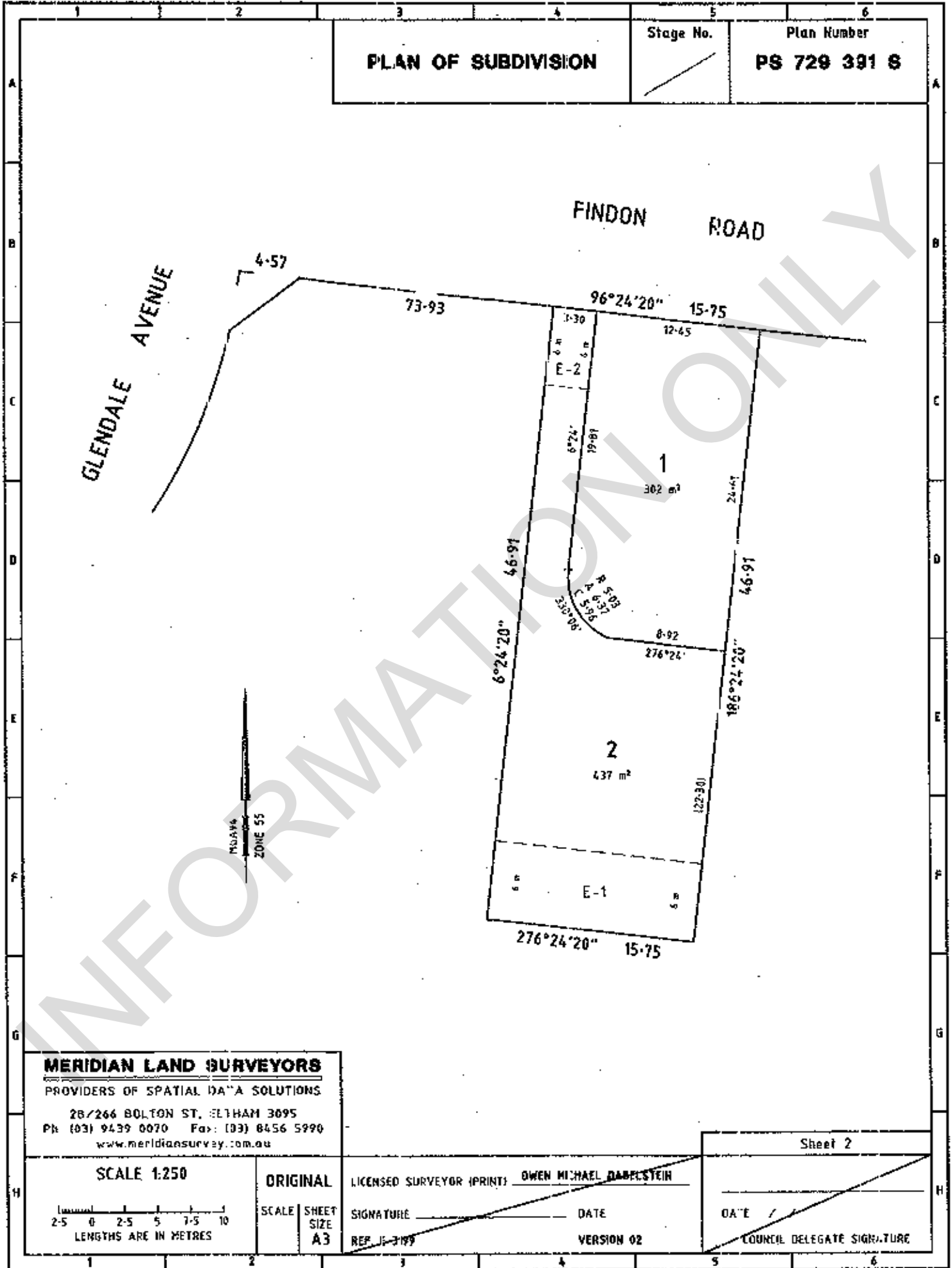
SIGNATURE **DIGITALLY SIGNED** DATE / /

REF. E 3199 **VERS ON 02**

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3





**City of  
Whittlesea**

**Plan of Subdivision PS729391S  
Concurrent Certification and Statement of  
Compliance (Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S063298S  
Plan Number: PS729391S  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Permit Ref. No.: 608848  
Responsible Authority Certification Ref. No.: 608848  
Surveyor's Plan Version: 02

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Renee Kueffer  
Organisation: Whittlesea City Council  
Date: 19/01/2017

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Prepared by Arthur J. Dines & Co.,  
Solicitors, 2A Highlands Road, THOMASTOWN.

Titles Office Use Only

REGD

C31088 1247 45 85 N744819S

Lodged at the Titles Office by

ALLAN MOORE & CO. PTY.

Code 0027C

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

Lot 293 on Plan of Subdivision No. 208534T and being the whole of the land more particularly described in Certificate of Title Volume 9784 Folio 485

Consideration (Note 6)

Transferor (Note 7)

ORBIT PTY. LTD.

Transferee (Note 8)

TIMOTHY GEORGE BERRY and MAY NANCY BERRY both of 13 Warwick Court Thomastown in the State of Victoria as Joint Proprietors.

Estate and Interest (Note 9)

ALL ITS ESTATE AND INTEREST IN THE FEE SIMPLE

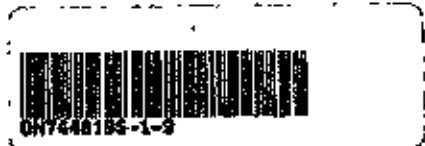
Directing Party (Note 10)

NOT APPLICABLE

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

SEE OVERLEAF

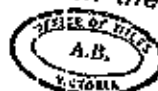
Stamp: 1863  
Stamp: 85,950  
Stamp: 0  
Vertical text: Registrar of Stamps Use Only



T2 Office Use Only



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



3m  
17/10/88

Approval No. T2/1

 **Natural Resources and Environment**  
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY**

 **BLANK** 

INFORMATION ONLY

AND the transferees with the intent that the benefit of this Covenant shall be annexed to and run at law and in equity with each and every lot on the said Plan of Subdivision other than the land hereby transferred and that the burden of the said Covenant shall be attached to the land hereby transferred and set out as an encumbrance at the foot of the Certificate of Title to be issued pursuant to the Transfer for themselves and their heirs executors administrators and transferees hereby and as separate covenants covenant with the said ORLIT PTY. LTD. its successors and transferees or other being the registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision other than the land hereby transferred and their respective heirs executors administrators and transferees that they shall not at any time hereafter erect or cause or suffer to be erected or permit to grow on the said lot any fence or hedge along the front boundary having a height greater than ONE (1) METER.

Date the 7th day of September 19 88 (Note 13)

Execution and Attestation (Note 14)

SIGNED by the said ORLIT PTY. LTD. by its attorney STUART RICHARD CAMPBELL pursuant to Power of Attorney dated 17th October, 1983 a certified copy of which is filed in Permanent Order Book 276 Page 295 in the presence of:

*Stuart Campbell*

SUFFICIENT  
28 OCT 1988  
AS TO P. 13

*T. S. ...*

Signed by the said Transferees in the presence of:

*[Signature]*  
T. G. B

*[Signature]*  
M. M. B

*[Signature]*  
AN UNQUALIFIED ADULT WITNESS



ONLY

NOTES

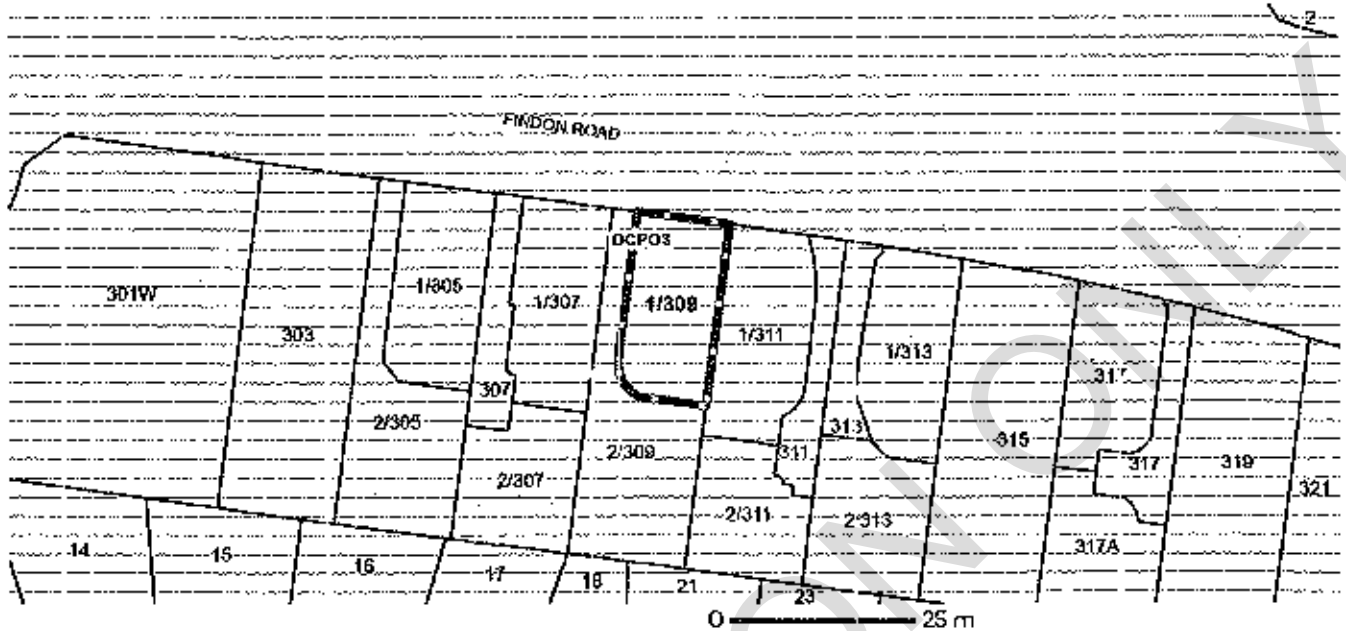
1. This form must be used for any transfer by the registered proprietor—
  - (a) of other than the whole of an estate and interest in fee simple
  - (b) by direction
  - (c) in which an easement is created or reserved
  - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.  
 Multiple annexures may appear on the same annexure sheet but each must be correctly headed.  
 All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations  
 e.g. \$ ..... paid by B to A  
 \$ ..... paid by C to B  
 In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ ..... which includes the amount owing under mortgage No. ....
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



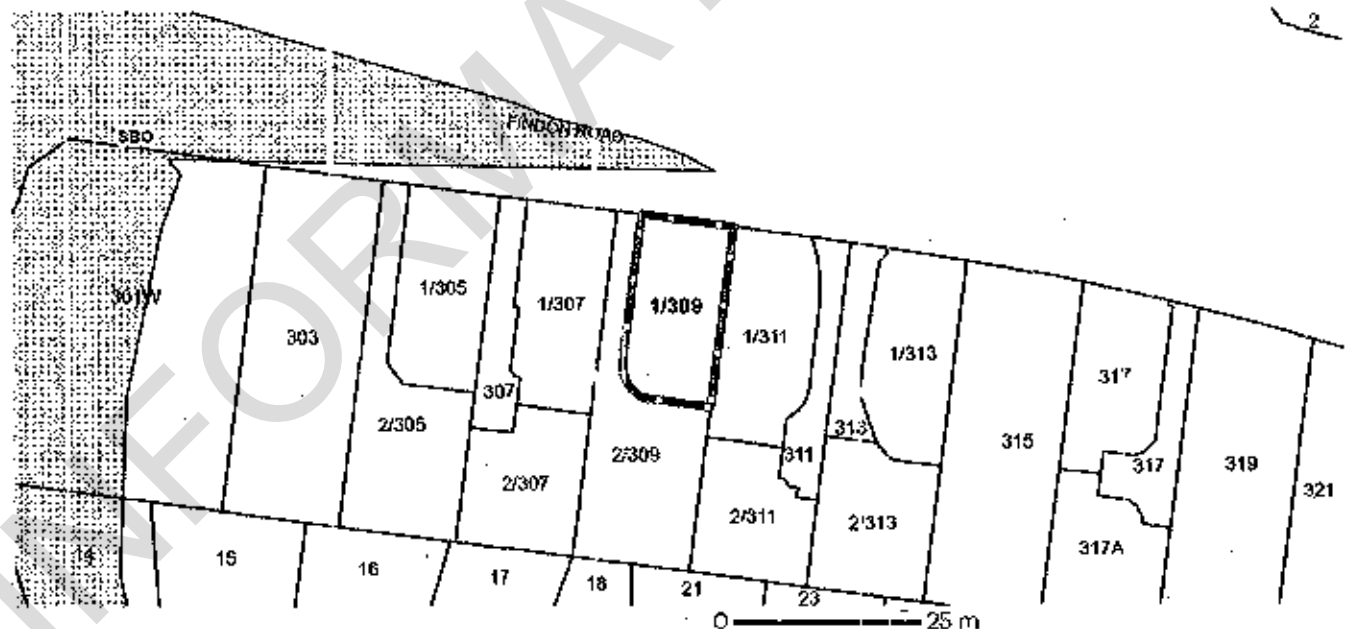
DCPO - Development Contributions Plan Overlay

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

### SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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



## Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authority(ies) (current).

On 22 March 2022, Amendment VC21E introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

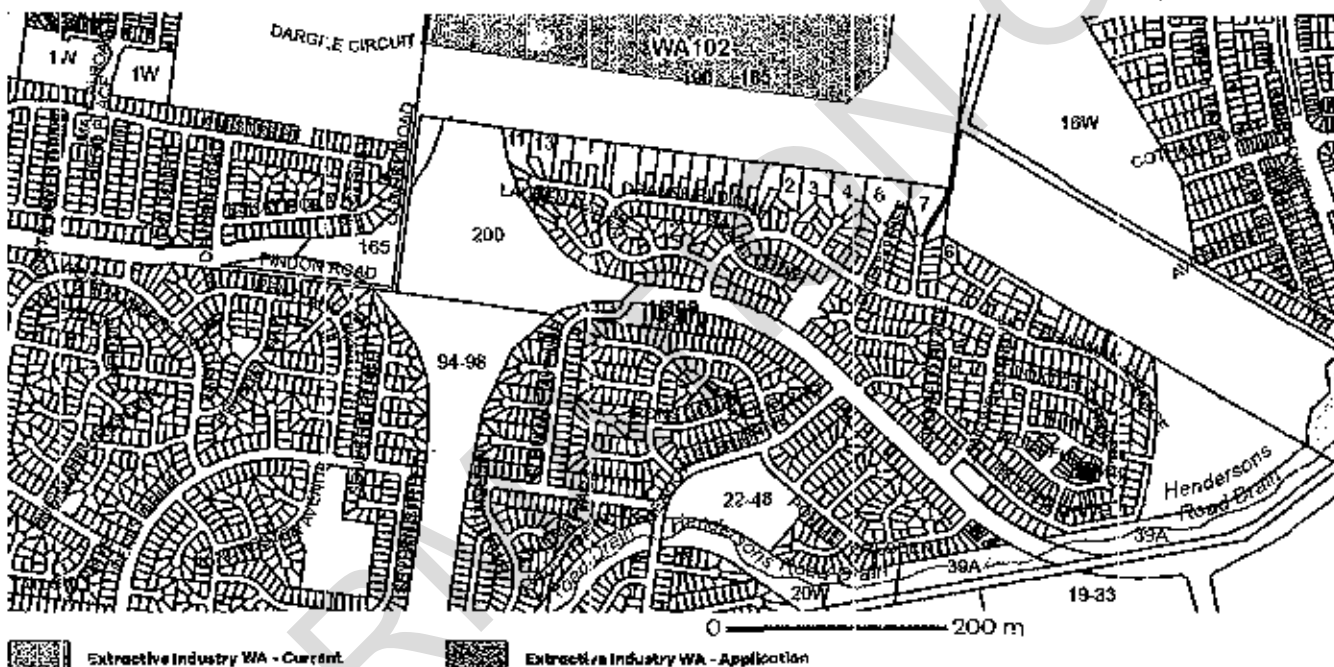
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://www.delwp.vic.gov.au/extractive-resources/planning/vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the [GeoVic - Extractive Resources](https://www.gov.vic.gov.au/extractive-resources) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).







Date of issue  
28/09/2023

Assessment No.  
988519

Certificate No.  
154529

Your reference  
70371724-019-5

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

Property location: 1/309 Findon Road EPPING 3076

Description: LOT: 1 PS: 729391S

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$490,000	\$330,000	\$24,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,157.49
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$22.54
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 28/09/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

Balance of rates & charges due: **\$1,488.33**

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due \$1,488.33**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

#### Council Offices

25 Ferries Boulevard, South Morang VIC 3752  
Mail to: Locked Bag 3, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service



**131 450**

**2. Outstanding or potential liability / sub-divisional requirement:**

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

**3. Notices and orders:**

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

**4. Specified flood level:**

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

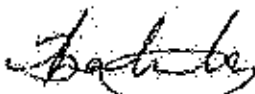
**5. Special notes:**

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

**6. Other information:**



Authorising Officer

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

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

Payment can be made using these options.



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 988519



Phone 1300 301 185  
Ref 988519



Biller Code 5157  
Ref 988519



YARRA VALLEY WATER  
AEN 95 055 102 531

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9672 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

26th September 2023

Snezana and Co C/- LANDATA  
LANDATA

Dear Snezana and Co C/- LANDATA,

**RE: Application for Water Information Statement**

Property Address:	1309 FINDON ROAD EPPING 3076
Applicant	Snezana and Co C/- LANDATA LANDATA
Information Statement	33797113
Conveyancing Account Number	7359580000
Your Reference	SILJANOSKI

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

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

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 059 802 531

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

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[yvw.com.au](http://yvw.com.au)

### Yarra Valley Water Property Information Statement

Property Address	1/309 FINDON ROAD EPPING 3076
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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.

#### THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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.



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### Melbourne Water Encumbrance

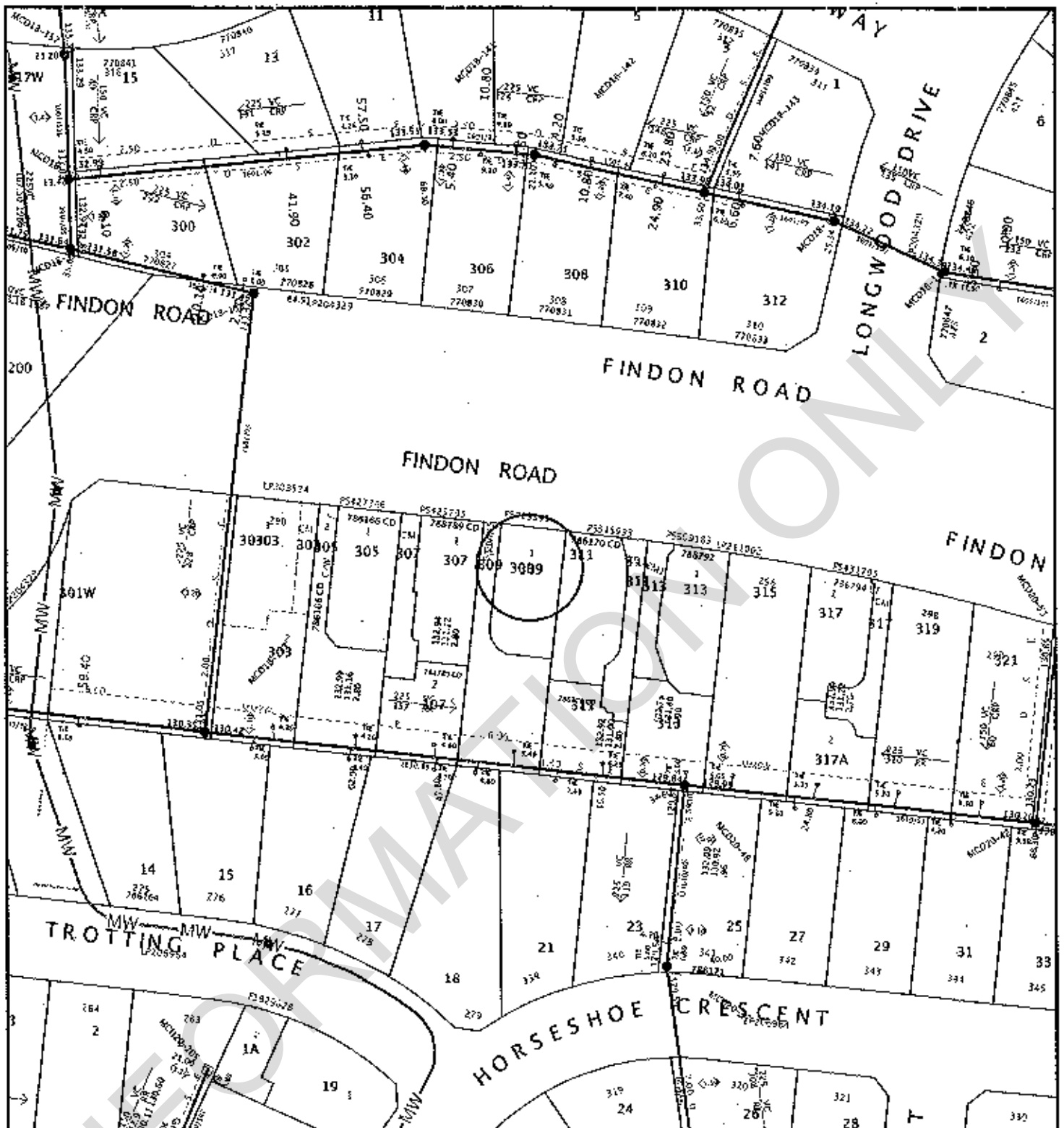
Property Address	7309 FINDON ROAD EPPING 3076
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### STATEMENT UNDER SECTION 158 WATER ACT 1989

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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30797113</b>	Address	1/309 FINDON ROAD EPPING 3076		 <b>N</b>	 <b>Yarra Valley Water</b> ABN 93 066 902 501
	Date	26/09/2023			
	Scale	1: 000			
Existing Title  Access Point Number  GLV2-42 Proposed Title  Sewer Manhole  WW Drainage Underground Centreline Easement  Sewer Pipe Flow  WW Drainage Manhole Existing Sewer  Sewer Offset  WW Drainage Natural Waterway Abandoned Sewer  Sewer Branch	<b>Disclaimer:</b> 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;				



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PNR 53 (25 902 50)

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yvw.com.au

Snezana and Co GI-LANDATA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 7388816123  
Rate Certificate No: 30797113

Date of Issue: 26/09/2023  
Your Ref: SILJANOSKI

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/309 FINDON RD, EPPING VIC 3076	1\PS729391	5111367	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-03-2023	\$20.26	\$0.00
Residential Water Usage Charge <i>Step 1 - 10.720000kL x \$2.44510000 = \$26.21</i>	05-05-2023 to 30-03-2023	\$26.21	\$0.00
Estimated Average Daily Usage \$0.47			
Residential Water and Sewer Usage Charge ** <i>Step 1 - 7.280000kL x \$3.34380000 = \$24.34</i>	01-07-2023 to 07-03-2023	\$24.34	\$0.00
Estimated Average Daily Usage \$0.66			
Residential Sewer Service Charge	01-07-2023 to 30-03-2023	\$115.72	\$0.00
Residential Sewer Usage Charge <i>10.7234043kL x 1.000000 = 10.7234043 x 0.900000 = 9.651064 x \$1.15400000 = \$11.14</i>	05-05-2023 to 30-03-2023	\$11.14	\$0.00
Estimated Average Daily Usage \$0.20			
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. 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.**
3. 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.
4. 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.



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Property No: 5111367

Address: UNIT 1/309 FINDON RD, EPPING VIC 3076

Water Information Statement Number: 30797113

**HOW TO PAY**



Biller Code: 314567  
Ref: 7388E161233

Amount  
Paid

Date  
Paid

Receipt  
Number

INFORMATION ONLY

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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