

Auction Contract of Sale

The Attorney-General of Victoria

and

George Mourkakos

and

Dimitra Mourkakos

Property

14 Beaumont Crescent, Lalor VIC 3075

Being

**Lot 629 on Plan of Subdivision PS094972, being the land described in
Certificate of Title Volume 9014 Folio 406**

CONTRACT OF SALE OF LAND

(August 2019)

Property Address: 14 Beaumont Crescent, Lalor VIC 3075

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off Period (Section 31, Sale of Land Act 1962)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A), 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.

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing 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.

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*.

SIGNED BY THE PURCHASER

on / / 2025

.....
Print name of
person signing:

.....
State nature of authority
if applicable (eg. director,
attorney under power of attorney):

.....
Print name of
person signing:

.....
State nature of authority
if applicable (eg. director,
attorney under power of attorney):

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 / / 2025

.....
Signed by Paul Dimitros, Assistant
Director, Asset Confiscation Operations,
in the Department of Justice & Community Safety
of Victoria, a prescribed person
authorised by the Attorney-General of Victoria

.....
Signed by George Mourkakos

.....
Signed by Dimitra Mourkakos

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown Victoria 3074
Email: sold@rataandco.com.au
Phone: (03) 9465 7766 Mob: _____ Fax: N/A Ref: George Loannou

VENDOR

Name: The Attorney-General of Victoria
Address: Level 21, 311 Spencer Street, Docklands 3008
Email: daniella.mardesic@justice.vic.gov.au

VENDOR

Name: George Mourkakos and Dimitra Mourkakos
Address: 14 Beaumont Crescent, Lalor VIC 3075
Email: N/A

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Victorian Government Solicitor's Office
Address: Level 33, 80 Collins Street, Melbourne 3000
Email: mangala.hathurusinghe@vgso.vic.gov.au
Phone: 9947 1499 Mob: 0407 911 592 Fax: 03 9947 1499 Ref: APL:MXH:2205313

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: JLE Conveyancing
Address: 3/5 Devonshire Rd, Sunshine VIC 3020
Email: jolie@jleconveyancing.com.au
Phone: 9363 2075 Mob: _____ Fax: _____ Ref: _____

PURCHASER

Name: _____
Address: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
DX: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is described below:

Certificate of Title Reference	being lot	on plan
Volume 9014	Folio 406	629
		PS094972

If no title or plan reference 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: 14 Beaumont Crescent, Lalor VIC 3075

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

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

PAYMENT

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

DEPOSIT BOND

General condition 15 applies only if the box is checked

BANK GUARANTEE

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

SETTLEMENT (general condition 17 & 26.2)

is due 90 days after the Day of Sale

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
- 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*:

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

- a lease for a term ending on 25/09/2019 with 0 options to renew, each of 0 years
OR
 a residential tenancy for a fixed term ending on _____
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:

(or another lender chosen by the purchaser)

Lender: _____

Loan Amount: no more than \$ _____

Approval Date: / /

BUILDING REPORT

General condition 21 applies only if the box is checked

PEST REPORT

General condition 22 applies only if the box is checked

INFORMATION ONLY

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

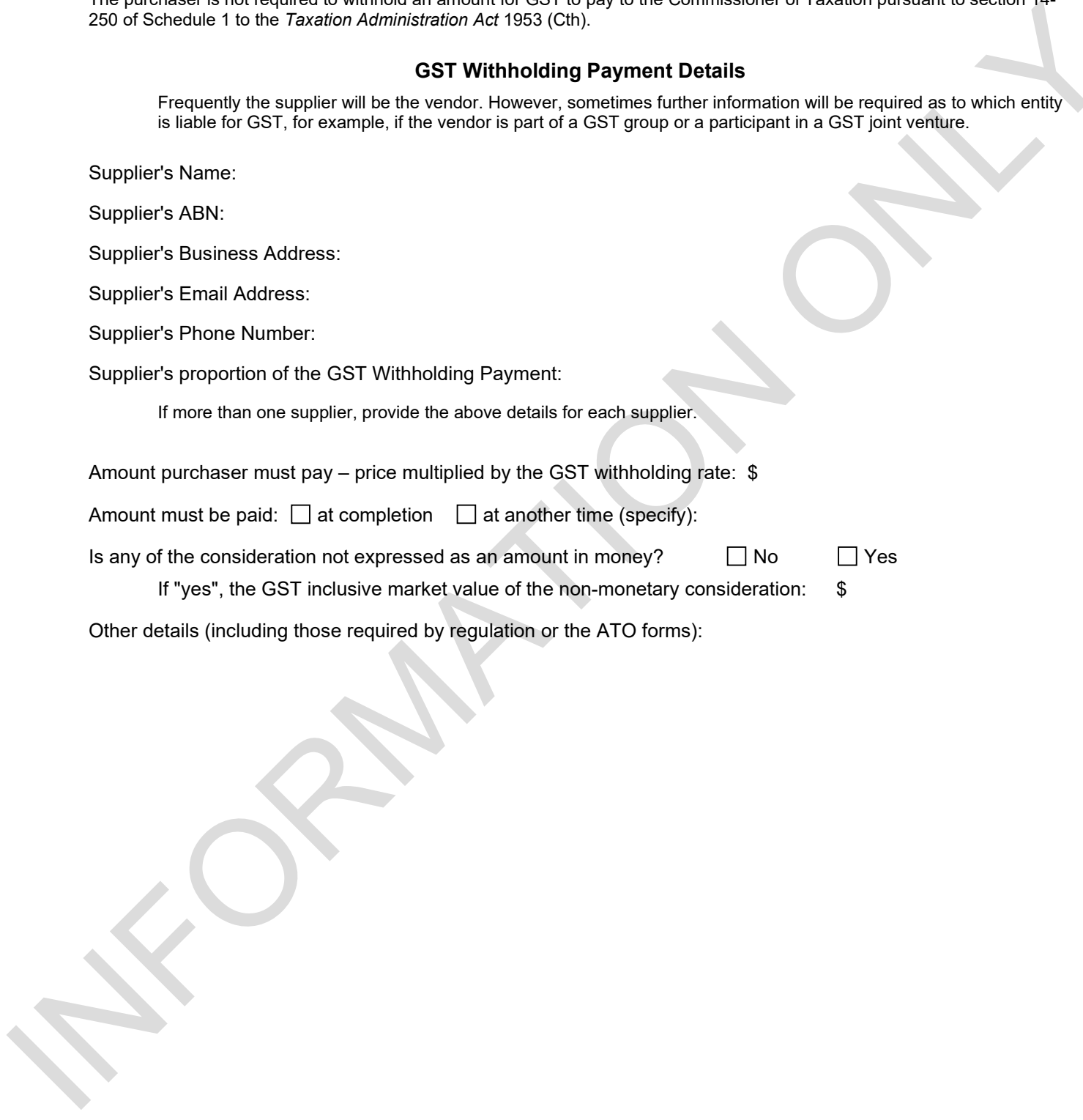
Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):



GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

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

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use 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 Properties 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 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

MONEY

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's solicitor 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, solicitor or conveyancer and held by the estate agent, solicitor 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 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, solicitor 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 solicitor 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 solicitor or conveyancer.
- 16.4 The purchaser must pay the amount secured by the **bank guarantee** to the vendor's solicitor 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 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's solicitor 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:
- be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 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
 - 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:
- 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;
 - 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:
- 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
 - 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:
- electronically on the next business day, or
 - 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 solicitor, 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 solicitor, 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 solicitor or conveyancer ("**representative**") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, **the amount** to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) **the amount** is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of **the amount** in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay **the amount** in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of **the amount**.

25. GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 **The amount** is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of **the amount** as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a solicitor or conveyancer ("**representative**") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of **the amount** to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, **the amount** to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies **the transaction** and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (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.

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 obligations 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 solicitor 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 solicitor, 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 solicitor, whether or not the person serving or receiving the document is a solicitor; 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 solicitor or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

DEFAULT

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable 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.

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines & Requirements**

The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor¹.

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* parties and referring solicitors and *must* include:

- 1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.**
- 1.2 The *issues for resolution*, based upon the *agreed facts*, to be decided by the Committee.**
- 1.3 Complete and legible copies of all relevant documents.**
- 1.4 Applications for disputes to be decided by the Committee shall include a signed agreement by the referring solicitors and the parties to be bound by the Committee's decision on any questions of law or practice.**

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute when the application is lodged.

The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right:-

- (a) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- (b) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring solicitors following the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

¹ Note: in circumstances where a solicitor (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

Special Conditions

1. Interpretation

1.1 Unless the context otherwise requires, in this contract:

- (a) **Approvals** means any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption by or from any Responsible Authority.
- (b) **Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.
- (c) **Claim** means any and all claims, actions, disputes, differences, requisitions, objections, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, damage, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
- (d) **Day of Sale** means the date by which both parties have signed this contract of sale.
- (e) **Electronic Network Operator** means Property Exchange Australia Limited ABN 92 140 677 792.
- (f) **Irregular Works** means construction of a dwelling at the rear of the property in breach of the covenant registered on title under dealing F912047.
- (g) **Keys** means any key, access card, access code or other device required to access the Property, any part of the Property or the Land.
- (h) **Land** means the land referred to in the Particulars of Sale.
- (i) **Responsible Authority** means any authority exercising statutory rights, powers or duties with respect to the Land or services and/or infrastructure provided to the Land or any person exercising such rights, powers or duties.
- (j) **Substance** means any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or other substance or infestation in or under the Land or which has emanated or is emanating from the Land which is or may be harmful to human health.
- (k) **Vendor's Statement** means a statement prepared by George Mourkakos and Dimitra Mourkakos, as co-vendors, noting encumbrances, controls, notices and other matters affecting the Land in compliance with s 32 of the *Sale of Land Act 1962*.

1.2 Unless the context otherwise requires, in this contract:

- (a) Words importing the singular include the plural; words importing the plural include the singular..
- (b) "Includes" or "including" means includes or including without limitation.

- (c) In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- (d) In the event of any part of this contract being or becoming void or unenforceable or being illegal, that part shall be severed from this contract such that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- (e) A reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.
- (f) Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the Land but shall continue in full force and effect.
- (g) No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- (h) Where this contract provides for the vendor to form an opinion, the vendor may form that opinion entirely in its discretion without being subject to any measure or standard, except legislative measures or standards which cannot be excluded.

2. Deposit

The purchaser agrees that if any cheque for the deposit is not honoured within 5 Business Days of the cheque being presented for payment, the vendor may treat this contract as having been repudiated by the purchaser and the purchaser shall be liable to the vendor for an amount equal to the deposit together with interest thereon calculated at the rate prescribed in General Condition 33, as liquidated damages.

3. Guarantee

3.1 If the purchaser, or the purchaser's nominee under general condition 4, is a company, other than a publicly listed company, the purchaser must:

- (a) procure the execution by each of its directors of a guarantee and indemnity in the form in Attachment 1; and
- (b) provide the duly executed guarantee and indemnity to the vendor on or before the Day of Sale

and the failure of the purchaser to comply with this special condition will render this contract voidable at the option of the vendor, and if the contract is so avoided, the deposit will be forfeited to the vendor as its absolute property.

4. Section 32 of the *Sale of Land Act 1962*

The purchaser acknowledges that:

- (a) there is more than one vendor;
- (b) prior to signing this contract or any other documents relating to this sale, the purchaser received a Vendor's Statement from George Mourkakos and Dimitra Mourkakos, as the co-vendors, that must comply with the *Sale of Land Act 1962*;
- (c) the Attorney General of Victoria is not bound by the *Sale of Land Act 1962* and does not need to provide a statement pursuant to section 32 of that Act; and
- (d) the Attorney-General of Victoria:
 - (i) did not provide and has not endorsed the Vendor's Statement;
 - (ii) makes no representation founded on the contents of the Vendor's Statement; and
 - (iii) gives no warranty as to:
 - (A) the accuracy or completeness of the contents of Vendor's Statement; or
 - (B) the need for the purchaser to obtain additional searches, certificates or information in connection with the purchaser's due diligence about the Land.

5. Certain General Conditions Excluded Or Varied

5.1 General Condition 4 is varied to insert at the end of the General Condition:

"The nomination form will be deemed executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:

- 4.1 agrees to be bound by the obligations of the purchaser under this contract; and
- 4.2 gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser's agreement under General Condition 19.6."

5.2 General condition 12 and general conditions 31.4 to 31.6 inclusive do not apply to this contract.

5.3 General condition 18 is amended by the addition of the following new general conditions 18.10 and 18.11:

"18.10 A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's authorised deposit-taking institution has not done something in the electronic workspace.

18.11 If settlement fails and cannot occur by 6.00pm on the due date for settlement because a computer system operated by Land Use Victoria, State Revenue Office, Reserve Bank, an authorised deposit-taking institution or the Electronic Lodgement Network Operator is inoperative, neither party is in default and the due date for settlement is deemed to be the next Business Day. Time remains of the essence. "

5.4 In the first line of general condition 23.1, after the words 'by the vendor', the following words are inserted '(other than tax payable under the *Land Tax Act 2005* and tax payable under a notice of assessment issued on or before the date of the contract in respect of a liability arising under the *Windfall Gains Tax Act 2021*)'.

5.5 General condition 23.2(b) is deleted

5.6 After general condition 23.3, the following new general condition 23.4 is inserted

23.4 The vendor must not require the purchaser to pay under this general condition any amount for or towards tax for which the vendor is or may become liable under the *Land Tax Act 2005* or for which the vendor is liable under a notice of assessment issued on or before the date of the contract in respect of a liability arising under the *Windfall Gains Tax Act 2021*.

5.7 General condition 31.1 does not apply to this contract and is replaced with the following:

"The Land is at the risk of the purchaser from the Day of Sale until settlement and any improvements, fixtures and fittings on the Land are at the risk of the purchaser from the Day of Sale until settlement."

6. Entire Contract

6.1 The purchaser acknowledges there are no conditions, warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.

6.2 Representations, promises, conditions, warranties or other items leading up to this contract which are not expressed in this contract or in the Vendor's Statement are expressly negated and withdrawn, including without limitation any such representations, promises, conditions, warranties or other items included in any promotional materials relating to the Land.

6.3 Without limiting the generality of this condition, the purchaser acknowledges that the decision to purchase the Land was based on the purchaser's own investigations and agrees that neither the vendor, nor anyone on behalf of the vendor, has made any representations or warranty upon which the purchaser relies as to the fitness or suitability of the Land for any particular purpose or the aspect or outlook of the Land or the financial return or income to be derived from the Land.

7. Planning, Restrictions, Approvals and Condition of Land

7.1 The purchaser purchases the Land in its present condition on the basis of the Purchaser's own due diligence, inspections and inquiries, including all defects and any instances of non-compliance with Approvals.

7.2 The purchaser assumes full responsibility for compliance with each applicable Approval insofar as it relates to the Land from the Day of Sale and indemnifies the vendor against liability arising out of a breach of or failure to obtain an Approval from the Day of Sale.

7.3 The Purchaser does not rely upon any representation or warranty of any nature in connection with the condition of the Land or any improvements located on the Land made by or on behalf of the vendor or its agents or its consultants.

7.4 The Land is sold subject to:

- (a) any restriction as to use or development under any Crown grant, order, scheme, regulation, by-law, permit or Approval, made issued or imposed by any Responsible Authority;
- (b) all registered and implied easements existing over or upon or affecting the Land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the Land; and
- (c) any restriction on use or development under any planning schemes affecting the Land,

and no such restriction will constitute a defect in the vendor's title or affect the validity of this contract and the purchaser must not make any Claim, requisition or objection and will not be entitled to any compensation from the vendor in respect of compliance or non-compliance with any such restriction, any failure to obtain necessary Approvals associated with any buildings or other improvements on the Land, the state of repair and condition of any building on the Land or any items located within it.

8. Environmental Matters

8.1 The purchaser acknowledges that it purchases the Land subject to any Substance (whether arising before or after the Day of Sale) and warrants to the vendor that it has made its own inspections and inquiries about these matters.

8.2 The purchaser:

- (a) purchases the Land subject to this special condition and must not make any Claim, requisition or objection to the vendor's title, or reduce, withhold or delay payment of the balance of the purchase price, nor be entitled to delay settlement or rescind this contract as a consequence of any matter, thing or liability arising from or referred to in this special condition; and
- (b) acknowledges that neither the vendor nor its representatives have made any representations or warranties as to the matters referred to in this special condition or the state of the Land or the fitness of the Land for any lawful purpose and does not rely in any way on the vendor to provide to the purchaser any further information.

8.3 The purchaser:

- (a) indemnifies and must keep indemnified the vendor:
 - (i) against all Claims which may be brought against the vendor or the purchaser arising from or in any way connected with the use of the Land or soil from the Land, including Claims in respect of any injury, illness, death or property damage; and
 - (ii) against any liability which the vendor may incur either directly or indirectly in relation to any matters referred to in this special condition; and
- (b) forever releases and discharges the vendor to the full extent permitted by law from all Claims resulting from any Substance.

8.4 The purchaser covenants that the vendor will have no obligation whatsoever in respect of any Substance and that all obligations in respect of any Substance,

whether arising before or after settlement, are and will be the purchaser's responsibility.

8.5 This special condition will not merge at settlement.

9. Identity of Land

Without limiting general condition 7, the purchaser cannot make any Claim in respect of any deficiency in area, measurements, boundaries, occupation, title starting point or otherwise of the Land.

10. Settlement

10.1 Despite anything to the contrary in general condition 17.2, if the balance of the price is not paid prior to 3:00 pm on the date for settlement:

- (a) payment shall be deemed not to have been made until the next Business Day; and
- (b) the purchaser is deemed to have made a default in payment of the residue of the price unless a vendor default causes the settlement delay.

10.2 Where a paper settlement is applicable, settlement will take place at the office of the vendor's solicitors or at any other place in Melbourne nominated by the vendor's solicitors.

11. Duty

11.1 The vendor does not give any warranty or make any representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser releases the vendor from any Claim in that respect and shall be liable for all stamp duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities, Claims, proceedings and penalties whatsoever occurring under the *Duties Act 2000 (Vic)* in relation to this contract.

11.2 The purchaser must not make any Claims, requisitions or objections or delay settlement because of any matter referred to in or contemplated by this special condition.

12. Purchaser's Default

12.1 Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract if the purchaser:

- (a) undergoes a change in its structure which, in the reasonable opinion of the vendor, is likely to preclude the purchaser from performing its obligations under this contract; or
- (b) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.

13. Vendor's Right To Assign

The purchaser acknowledges that the vendor may, prior to settlement and by notice in writing to the purchaser, assign its interest in the Land to any other Victorian State

government department, administrative office or any other public body, in the event of any Victorian State government restructure or other re-organisation.

14. Contracts Publishing System

14.1 The purchaser acknowledges:

- (a) having been advised that the Victorian State Government has established the Contracts Publishing System (**CPS**) as a key measure to implement its objectives of transparency in contracting processes and disclosure of contract outcomes; and
- (b) the vendor is required to report this contract on the CPS if the price is \$100,000 or more and to disclose the full text of this contract if the price is \$10 million or more (the CPS is located at <http://www.tenders.vic.gov.au>).

14.2 The purchaser consents and authorises the vendor to:

- (a) report this contract on the CPS if the Price is \$100,000 or more; and
- (b) disclose the full text of this contract on the CPS if the price is \$10 million or more.

15. Auction Procedure, Deposit and Related Matters

15.1 The purchaser acknowledges:

- (a) that the auction was conducted in accordance with the General Rules for the Conduct of Public Auctions of Land, found in Attachment 2, to this Contract, as required under the *Sale of Land (Public Auctions) Regulations 2014*; and
- (b) receiving and reviewing the Information Concerning the Conduct of Public Auctions of Land, found in Attachment 2, to this Contract, prior to participating in and bidding at the auction.

15.2 Within 10 minutes of the auctioneer declaring the Property sold the highest bidder must:

- (a) sign the Contract, being the Contract of Sale on display or referred to by the auctioneer before he calls for bids;
- (b) pay the Vendor's agent the Deposit, being 10% of the Price at which the Property is declared sold; and
- (c) if the highest bidder is bidding for a corporation, sign the Guarantee and Indemnity in Attachment 1 to the Contract unless that corporation is listed on the first board of a recognised Stock Exchange or is one of its wholly owned subsidiaries.

15.3 The Purchaser agrees that if any cheque for the Deposit is not honoured within 5 business days of the cheque being presented for payment the Vendor may treat this Contract as having been repudiated by the Purchaser and the Purchaser shall be liable to the Vendor for an amount equal to the Deposit together with interest thereon calculated at the rate prescribed in General Condition 33.

16. Keys

- 16.1 The purchaser acknowledges that:
- (a) the vendor may not provide the purchaser with all of the Keys at settlement, for reasons beyond the vendor's control;
 - (b) any Keys in the vendor's or selling agent's possession will be provided to the purchaser at settlement; and
 - (c) any deficiencies in the Keys at settlement will be the responsibility of the purchaser and be addressed at the purchaser's cost.
- 16.2 The purchaser must not make any Claims, requisitions or objections or delay settlement because of any matter referred to in or contemplated by this special condition.

17. Electronic Exchange

- 17.1 The vendor may elect to execute and enter into this contract using electronic means in accordance with the *Electronic Transactions (Victoria) Act 2000* by notice to the purchaser.
- 17.2 If the vendor so elects, the parties acknowledge and agree that execution and exchange of this contract will be effected as follows:
- (a) first, the purchaser will execute this contract by way of electronic signature;
 - (b) second, the vendor will execute this contract by way of an electronic signature; and
 - (c) lastly, the contract will be exchanged by email or other electronic means, with the date of exchange being the date of the contract.
- 17.3 If, at any time, as a result of this contract being entered into using electronic means, the contract or any of its terms and conditions are deemed invalid or unenforceable or either party is not bound by them, the parties agree to execute and exchange printed copies of the contract (in the same form and with the same date of exchange described in special condition 17.2) and to take such other steps or provide such assurances as are reasonably necessary to confirm that the contract is binding upon the parties and enforceable.
- 17.4 Nothing in this special condition 17 prevents or restricts the parties from instead executing and exchanging physical copies of the contract.

18. Irregular Works

- 18.1 The purchaser acknowledges and accepts the vendor's specific disclosure that Irregular Works have taken place on the Property.
- 18.2 The purchaser:
- (a) specifically acknowledges that :
 - (i) a dwelling has been constructed in the rear of the property, fabricated in wood which breaches the covenant registered on Certificate of Title Volume 9014 Folio 406 under dealing F912047;

- (ii) it is unknown if the dwelling was constructed with a building permit or any other necessary permits or approvals required for such works;
 - (iii) it is unknown if the dwelling or any other structure on the property has been built over the Yarra Valley Water drainage and sewerage easement E-1 on LP 94972 without necessary permits or approvals required for such works;
 - (iv) any irregular works could give rise to enforcement action from Whittlesea City Council between the Day of Sale and settlement or after settlement; and
 - (v) the consequences of any such enforcement action could include an obligation to demolish any Irregular Works at the purchaser's expense;
- (b) purchases the Land on the basis of the purchaser's own inquiries and due diligence, subject to and with full knowledge of the disclosures contained in this special condition 18, including those regarding possible existence of Irregular Works;
 - (c) must not make any Claim, requisition or objection against the vendor, purport to reduce, withhold or delay payment of the balance of the purchase price or seek compensation from the vendor and releases the vendor from any and all such Claims; and
- 18.3 will not be entitled to delay settlement or terminate this contract because of any disclosures made or matter, thing or liability arising from or referred to in this special condition 18. The purchaser indemnifies the vendor against any Claims arising in connection with any matter, thing or liability referred to in this special conditions 18 on or after the Day of Sale.
- 18.4 This special condition will ensure for the vendor's benefit and will not merge at settlement.

19. Windfall Gains Tax

19.1 In this special condition 19:

- (a) "**Windfall Gains Tax**" means the windfall gains tax imposed on land that is rezoned because of a WGT event as defined in the *Windfall Gains Tax Act 2021* (formerly known as the *Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act 2021*) (**Windfall Act**); and
- (b) words and phrases in italics have the meanings given to them in the Windfall Act.

19.2 The vendor will discharge any existing *Windfall Gains Tax liability* that is applicable for the Property on the Day of Sale, at or prior to Settlement.

19.3 The purchaser acknowledges and agrees that discharging any *Windfall Gains Tax liability* that arises for the Property because of a *WGT event* that occurs after the Day of Sale will be the purchaser's sole responsibility.

Attachment 1 Guarantee and Indemnity

TO: The Attorney-General of Victoria (Vendor)

BY: the guarantors referred to in the Schedule (Guarantors)

IN CONSIDERATION of the Vendor having entered into the Contract at the request of each Guarantor, each Guarantor jointly and severally GUARANTEES and INDEMNIFIES you as follows:

1. The Guarantor guarantees to the Vendor:
 - 1.1 due and punctual payment of:
 - (a) the Price and each part of it;
 - (b) all other moneys; and
 - 1.2 performance by the Purchaser of the terms and conditions contained in the Contract on the part of the Purchaser to be observed or performed;

(collectively, the **Guaranteed Obligations**).
 2. The Guarantor indemnifies and agrees to keep indemnified the Vendor against all loss and damage, suffered or incurred by the Vendor as a result of any default by the Purchaser in any payment under the Contract or the observance or performance by the Purchaser of the Guaranteed Obligations.
 3. The Guarantor covenants with the Vendor that:
 - 3.1 If at any time default is made in payment of any moneys due and payable by the Purchaser under the Contract, the Guarantor will immediately on demand by the Vendor pay the whole of those moneys then due and payable, or
 - 3.2 If for any reason:
 - (a) the Purchaser ceases to be bound by all or any of the terms of the Contract; or
 - (b) the obligations of the Purchaser under the Contract are abrogated, diminished or modified in any way (otherwise than by performance of all the Purchaser's obligations or otherwise than by express agreement in writing to which the Vendor is a party) and whether by operation of Law or otherwise, including – but not being limited to - disclaimer of the Contract by any liquidator or any other person who is or purports to be entitled by law to disclaim it,
- then:
- (c) the Guarantor will pay to the Vendor an amount equal to the total loss or damage caused to the Vendor by reason of the Purchaser having so ceased to be bound or having its obligations so abrogated, diminished or modified; and
 - (d) the Guarantor will in addition do all other acts and things as the Vendor may require to place the Vendor in as good a position as the Vendor would otherwise have been in.

- 3.3 The obligations of the Guarantor under this clause are original and independent and not by way of surety.
- 3.4 The Guarantor is not released from liability under this Guarantee and Indemnity except by payment in full of the Price and the other moneys payable in accordance with the Contract, the performance and observance of all of the Guaranteed Obligations of the Purchaser under the Contract and payment of all moneys due under the Guarantee and Indemnity.
- 3.5 The Guarantee and Indemnity is not affected by:
- (a) any waiver or indulgence whether as to time or otherwise;
 - (b) any variation of the terms of the Contract;
 - (c) any assignment, renewal or extension of the Contract which the Vendor and Purchaser may agree;
 - (d) any want of capacity or of due execution by the Purchaser;
 - (e) any nomination of any additional or substitute purchaser under the Contract; or
 - (f) by any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.
- 3.6 The Guarantor will not compete with the Vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the Purchaser.
- 3.7 The Guarantors in your favour waive all rights against your and the Purchaser's and any other person's or corporation's estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
- 3.8 Your remedies against the Guarantors are not affected by any security held or taken by you in relation to the Guaranteed Obligations being varied or defective or informal.
- 3.9 In this document:
- (a) the expression the Contract means the contract of sale and land referred to in the schedule or to which this Guarantee and Indemnity is attached;
 - (b) the expressions loss and damage includes both direct and consequential loss or damage;
 - (c) the expressions used in the Contract have the same meaning in this Guarantee and Indemnity;
 - (d) the singular means and includes the plural;
 - (e) if there is more than one Guarantor their obligations are joint and several;
 - (f) references to the Vendor are to each of them if there is more than one;
 - (g) references to the Purchaser include any additional or substituted purchaser nominated by the original purchaser under the Contract; and

(h) if there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this Guarantee and Indemnity does not affect the liability of the other Guarantors.

4. The Guarantee and Indemnity is continuing and is not discharged by the winding up of the Guarantor, or if the Guarantor, the Vendor or the Purchaser is a natural person, by the death of the Vendor, the Purchaser, or the Guarantor. This Guarantee and Indemnity continues to bind the successors and legal personal representatives of each Guarantor.

INFORMATION ONLY

Schedule 1 Purchaser and Guarantor details

Contract: Contract of Sale made between the Purchaser and the Vendor dated _____
for the purchase of the Property at 14 Beaumont Crescent, Lalor VIC 3075.

Purchaser

Name	Address

Guarantors

Name	Address	Occupation

Executed as a Deed on the _____ day of _____ 2025

SIGNED SEALED AND DELIVERED by)

in the presence of:)

Witness

SIGNED SEALED AND DELIVERED by)

in the presence of:)

Witness

Attachment 2

Sale of Land (Public Auctions) Regulations 2014

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if:

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than;
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962* or the *Sale of Land (Public Auctions) Regulations 2014*. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".


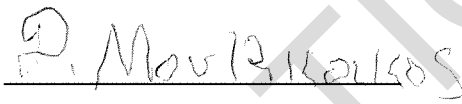
Vendor Statement

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	14 BEAUMONT CRESCENT, LALOR VIC 3075
-------------	--------------------------------------

Vendor's name	GEORGE MOURKAKOS	Date	12 / 03 / 25
Vendor's signature			
Vendor's name	DIMITRA MOURKAKOS	Date	12 / 03 / 25
Vendor's signature			
Vendor's name		Date	/ /
Vendor's signature	<hr/>		

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

The 2 bedroom bungalow erected on the property has not been constructed of brick or brick veneer and therefore is in contravention of the covenant, which states "The transferees...shall not at any time hereafter erect construct or build or cause to be erected constructed or built any dwelling house or other residence which is not built of brick or brick veneer construction".

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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

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*.

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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)

INFORMATION ONLY

INFORMATION ONLY

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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

VOLUME 09014 FOLIO 406

Security no : 124121007062N
Produced 06/01/2025 11:25 AM

LAND DESCRIPTION

Lot 629 on Plan of Subdivision 094972.
PARENT TITLE Volume 08280 Folio 128
Created by instrument LP094972 19/03/1974

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 3831 of a total of 10000 equal undivided shares

Joint Proprietors

GEORGE MOURKAKOS

DIMITRA MOURKAKOS both of 14 BEAUMONT CRESCENT LALOR VIC 3075

As to 6169 of a total of 10000 equal undivided shares

Sole Proprietor

THE ATTORNEY-GENERAL OF VICTORIA IN THEIR CAPACITY AS MINISTER OF THE CROWN

ADMINISTERING THE CONFISCATION ACT 1997 of LEVEL 21 311 SPENCER STREET

DOCKLANDS VIC 3008

AW607839R 06/03/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM294263V 31/10/2015

WESTPAC BANKING CORPORATION

COVENANT F912047 29/10/1975

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

DIAGRAM LOCATION

SEE LP094972 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: 14 BEAUMONT CRESCENT LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 14/03/2023

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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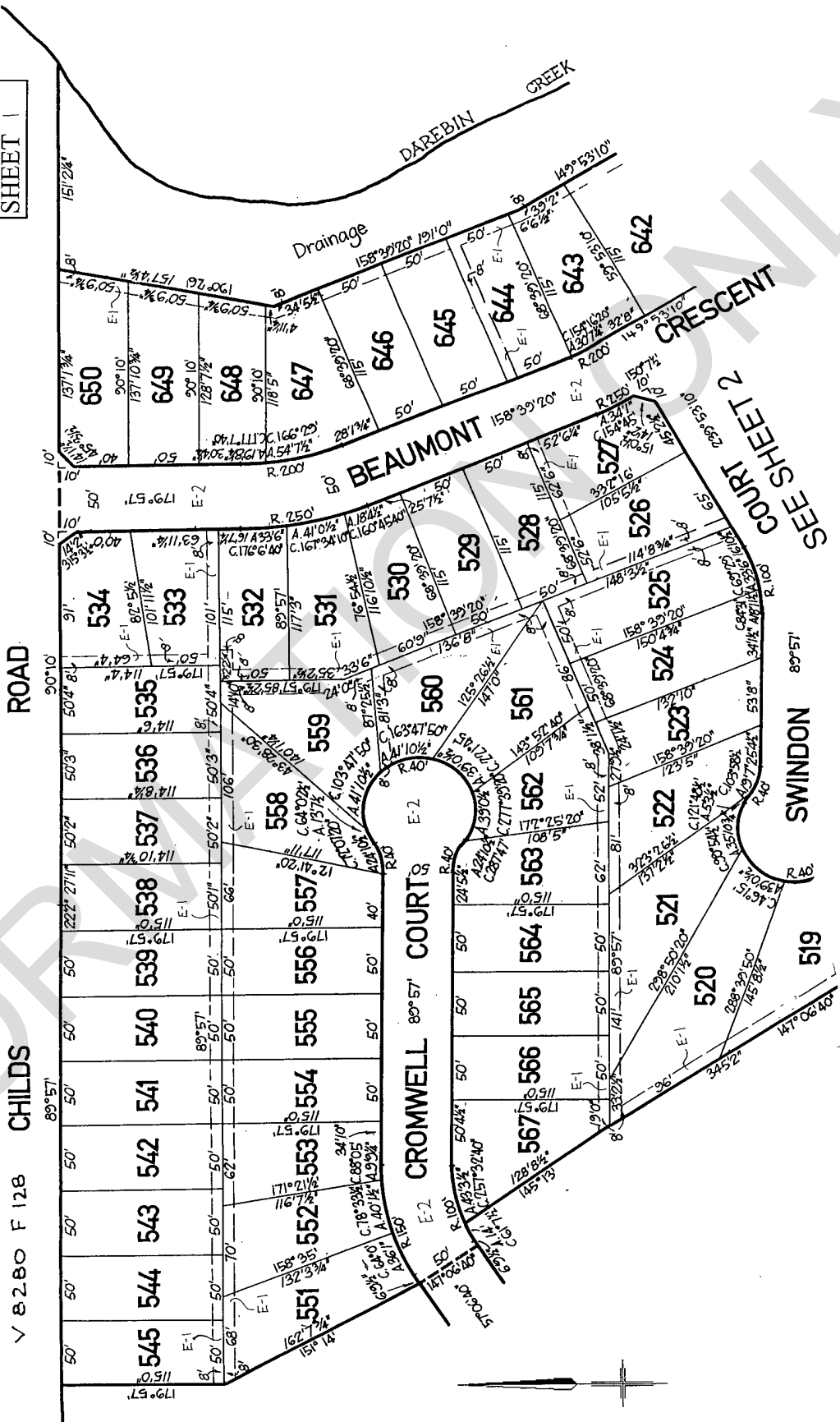
LP 94972
EDITION 1
PARISH/F-SHIP/CHART 1

APPROVED 31/5/73
COLOUR CONVERSION
BLUE = E-1
BROWN = E-2

2 SHEETS
SHEET 1

ENCUMBRANCES &
OTHER NOTATIONS
Part of the land coloured brown
is further encumbered by easement
of sewerage vide L.P. 34-971

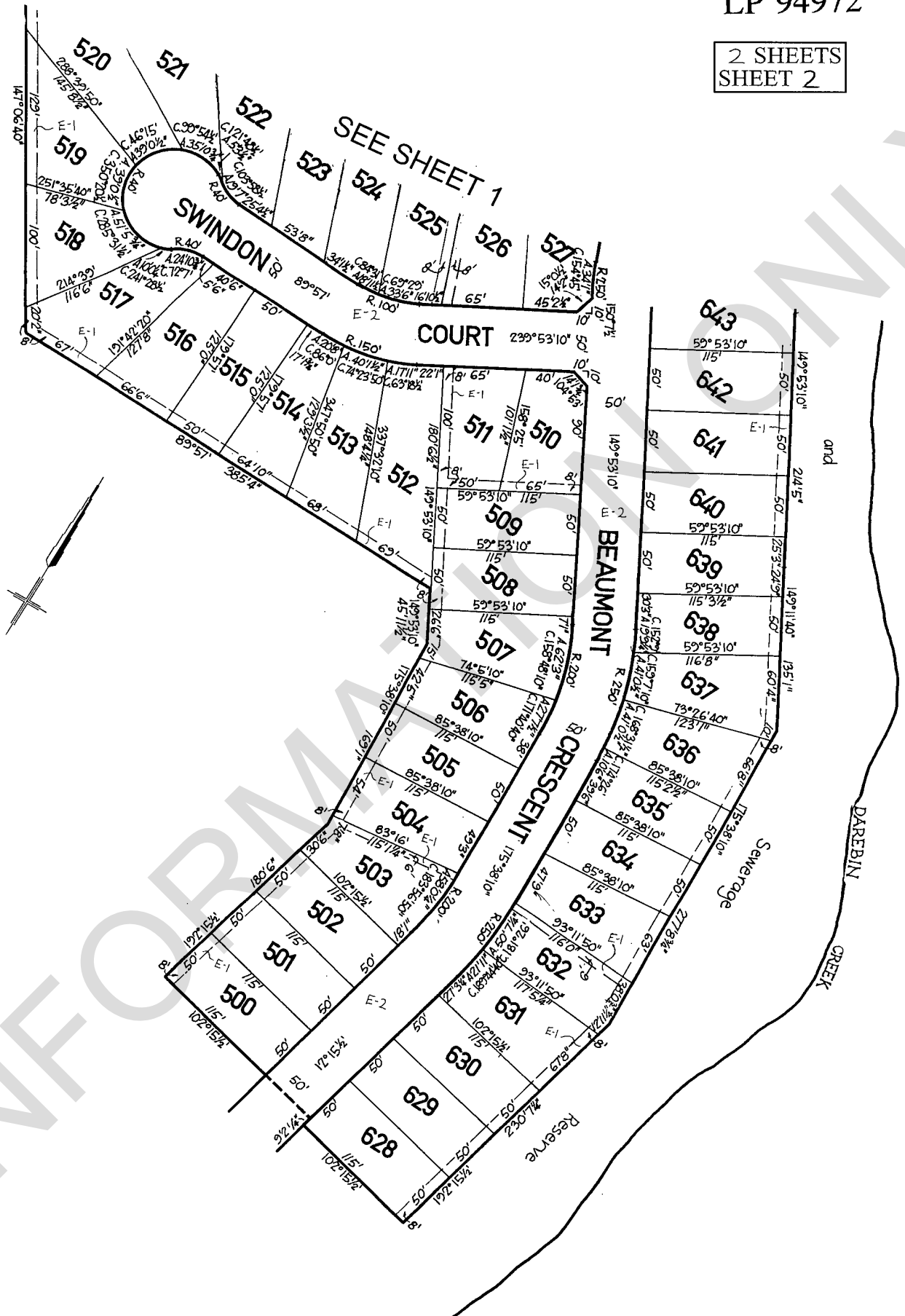
PLAN OF SUBDIVISION PART OF CROWN PORTION 3	
SCALE OF FEET 0 50 100 150 200	
PARISH: OF WOLLERT COUNTY: OF BOURKE	
APPROPRIATIONS Blue - drainage & sewerage Brown - way & drainage	



SEE SHEET 2
COURT

LP 94972

2 SHEETS
SHEET 2



2-32

F912047

***\$30,000 FRT

F912047

2-32 301 15 7 DELLIOS & WEST

2204

\$380

REGD

FREEHOLD

VICTORIA

TRANSFER OF LAND

WITHERS ESTATES PROPRIETARY LIMITED formerly of 58 Eleanor Street, Footscray but now of 366 Whitehorse Road, Nunawading being registered as the proprietor of an estate in fee simple in the land herein after described, subject to the encumbrances notified hereunder, in consideration of the sum of NINETEEN THOUSAND DOLLARS (\$19,000.00) by to it by ALEXANDROS DELLIOS Builder and SANDRA DELLIOS Married Woman both of 145 Mountainview Road, Rosanna DO HEREBY TRANSFER (hereinafter called "the Transferee") to the said ALEXANDROS DELLIOS and SANDRA DELLIOS all its estate and interest in ALL THOSE pieces of land being Lots 628 and 629 on Plan of Subdivision No. 94972 and being the whole of the land contained in Certificates of Title Volume 90I4 Folio 405 and Volume 90I4 Folio 406 respectively together with all registered and appurtenant easements and the transferee with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the said Lots 628 and 629 for ^{themselves their} his heirs executors administrators and transferees hereby covenants with the said Withers Estates Proprietary Limited its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that the transferees ^{their} his/ heirs executors administrators and transferees shall not at any time hereafter erect construct or build or cause to be erected constructed or built on the said Lots 628 and 629 any dwelling house or other residence which is not built of brick or brick veneer constructions and this covenant shall appear as an encumbrances on the Certificate of Title to issue in respect of the land hereby transferred and to run with the said land.

DATED the 27th day of October One thousand nine hundred and seventy-five.

VICTORIA - STAMP DUTY

001-29-75 317 000 07015

LE 1815***39-00

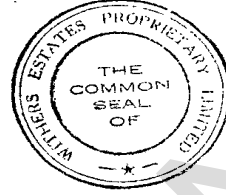


A memorandum of the within instrument has been entered in the Register Book.

.../2



THE COMMON SEAL of WITHERS ESTATES PROPRIETARY LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of:



Director *R. Withers*.....

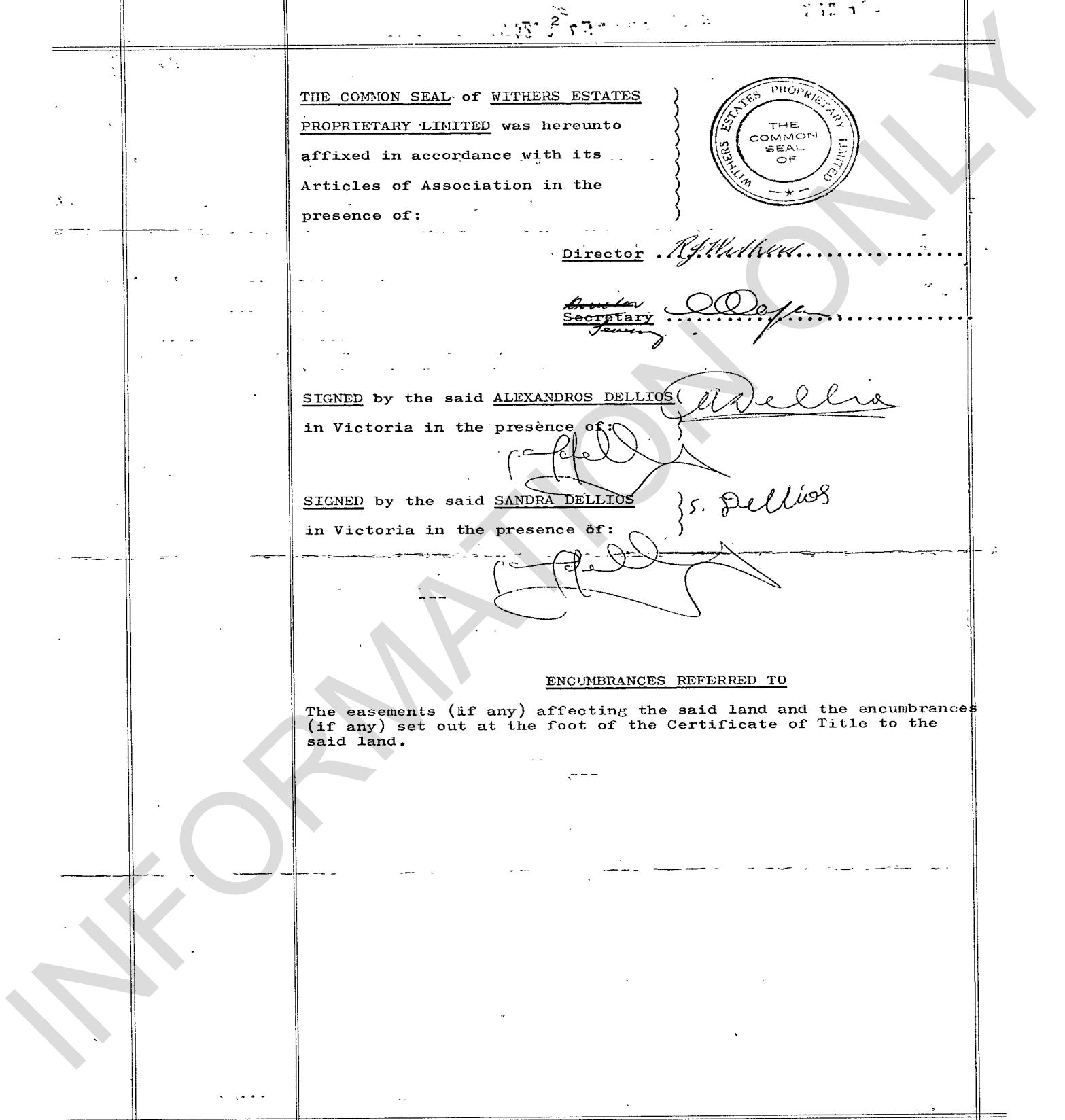
Secretary *J. Jones*.....

SIGNED by the said ALEXANDROS DELLIOS *A. Dellios*
in Victoria in the presence of: *[Signature]*

SIGNED by the said SANDRA DELLIOS *S. Dellios*
in Victoria in the presence of: *[Signature]*

ENCUMBRANCES REFERRED TO

The easements (if any) affecting the said land and the encumbrances (if any) set out at the foot of the Certificate of Title to the said land.



2

INFORMATION ONLY



DF912047-2-3

F.838564.

To the Registrar of Titles
Please register this dealing and issue
duplicate Certificate of Title to
our office. Psaltis Dellios & West

To the Registrar of Titles
Please register this dealing
and on completion hand
to
Mahony O'Brien & Duggan
per

To the Registrar of Titles
Please register this dealing
and on completion hand
to
Mahony O'Brien & Duggan
per

DATED

1975

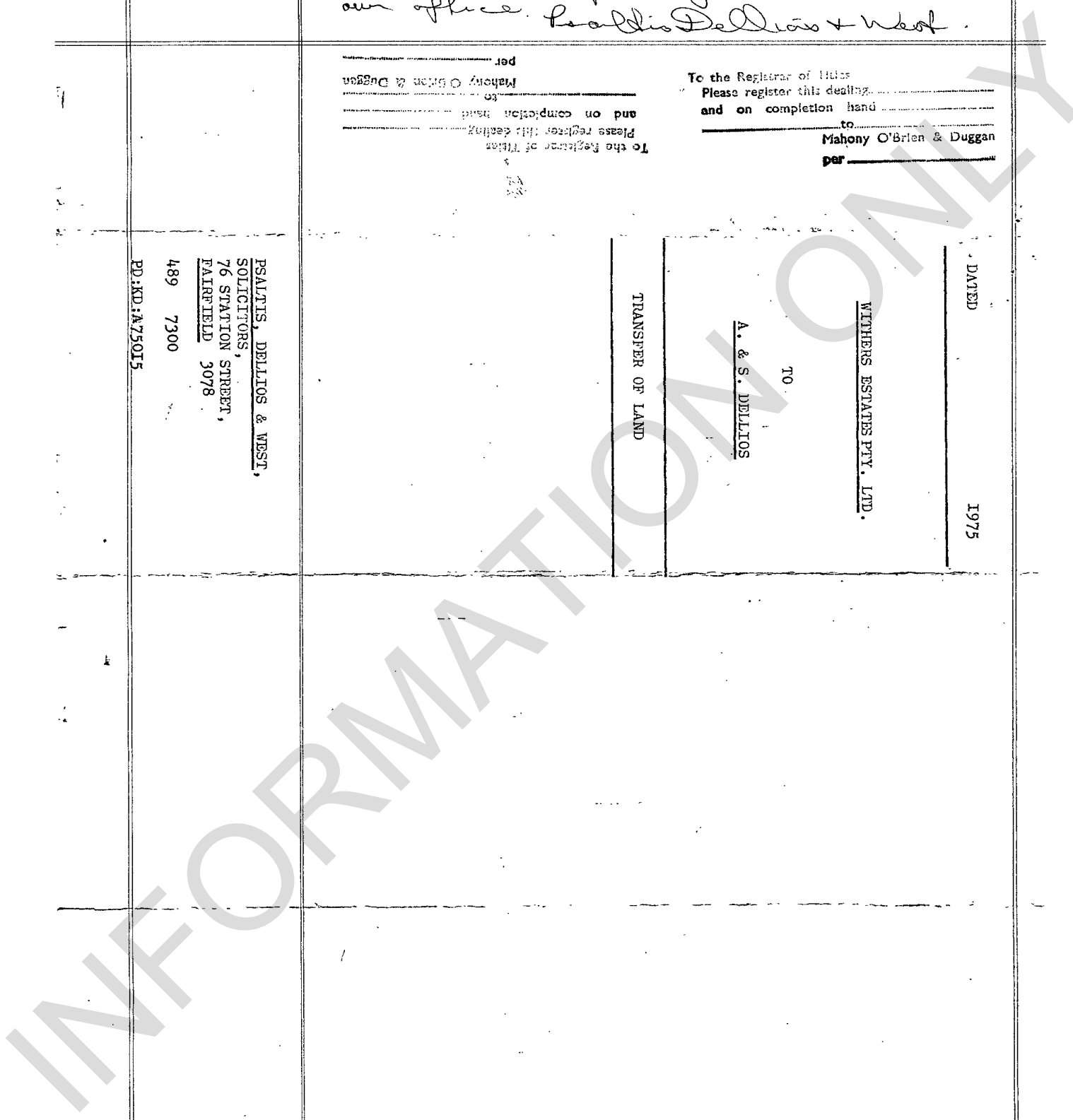
WITHERS ESTATES PTY. LTD.

TO

A. & S. DELLIOS

TRANSFER OF LAND

PSALTIIS, DELLIOS & WEST,
SOLICITORS,
76 STATION STREET,
FAIRFIELD 3078
489 7300
PD:KD:A75015



Date of issue
17/02/2025

Assessment No.
102384

Certificate No.
169073

Your reference
75851201-014-6

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 14 Beaumont Crescent LALOR 3075

Description: LOT: 629 LP: 94972

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$575,000	\$420,000	\$28,750

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 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,346.53
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$50.03
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$2,002.27
Interest to 17/02/2025	\$120.95
Other adjustments	\$0.00
Less Concessions	-\$309.50
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$3,667.33

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$3,667.33**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: 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
Ref **102384**



Phone 1300 301 185
Ref **102384**



Billers Code **5157**
Ref **102384**

14th February 2025

Victorian Government Solicitors Office C/- InfoTra
LANDATA

Dear Victorian Government Solicitors Office C/- InfoTra,

RE: Application for Water Information Statement

Property Address:	14 BEAUMONT CRESCENT LALOR 3075
Applicant	Victorian Government Solicitors Office C/- InfoTra LANDATA
Information Statement	30918526
Conveyancing Account Number	7959580000
Your Reference	358887

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	14 BEAUMONT CRESCENT LALOR 3075
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	14 BEAUMONT CRESCENT LALOR 3075
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

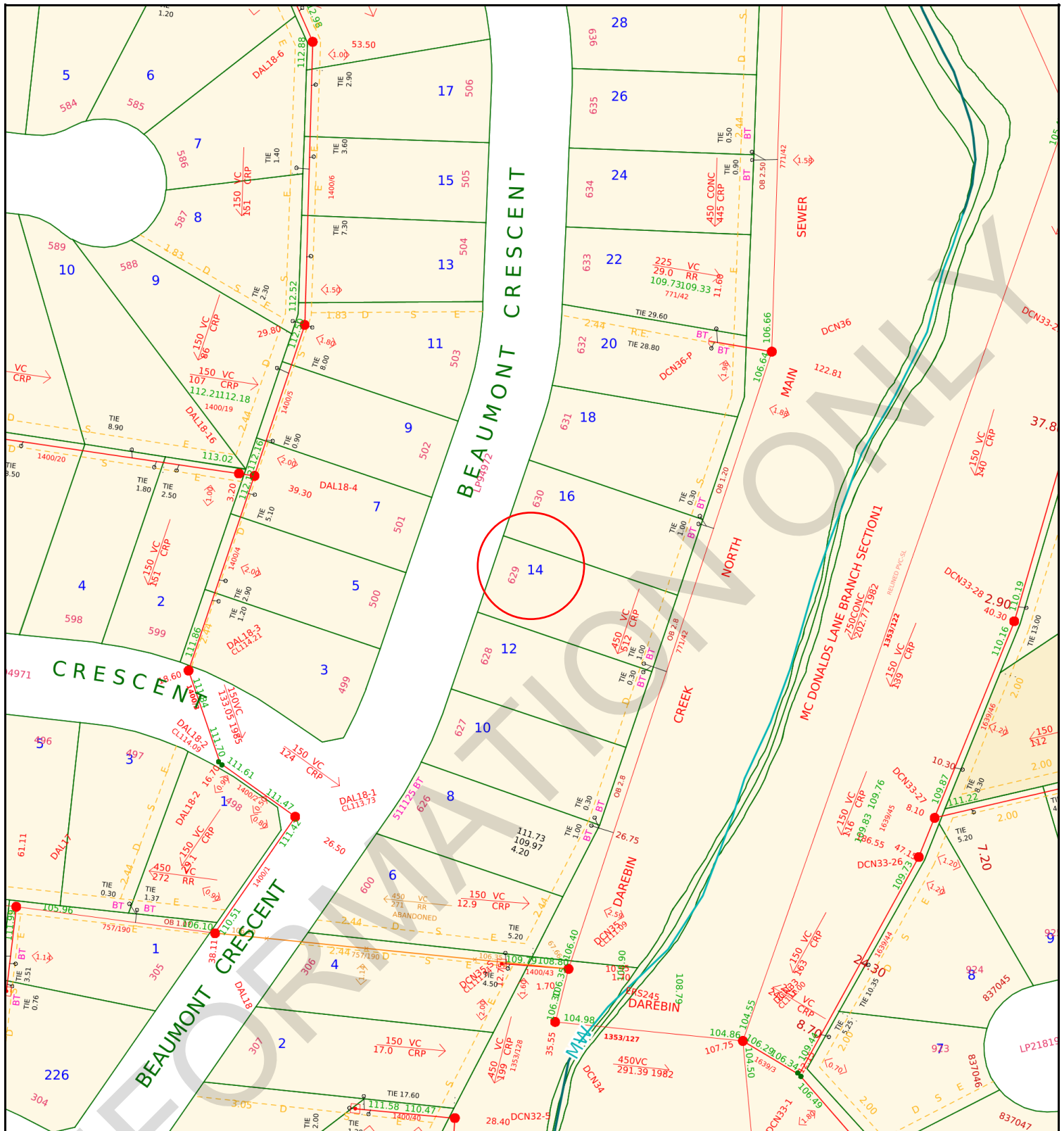
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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















**Yarra Valley Water
Information Statement
Number: 30918526**

Address	14 BEAUMONT CRESCENT LALOR 3075
Date	14/02/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

Victorian Government Solicitors Office C/- InfoTra
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3611304606
Rate Certificate No: 30918526

Date of Issue: 14/02/2025
Your Ref: 358887

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 BEAUMONT CRES, LALOR VIC 3075	629\LP94972	1233044	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 36.000000kL x \$3.43420000 = \$123.63</i> Estimated Average Daily Usage \$1.27	01-11-2024 to 06-02-2025	\$123.63	\$123.63
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$1474.19
	Total for This Property		\$1786.73



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

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

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

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

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

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

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

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

Property No: 1233044

Address: 14 BEAUMONT CRES, LALOR VIC 3075

Water Information Statement Number: 30918526

HOW TO PAY



Biller Code: 314567
Ref: 36113046069

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / VICTORIAN GOVERNMENT SOLICITORS
OFFICE

Your Reference: 2205313

Certificate No: 84910205

Issue Date: 18 FEB 2025

Enquiries: LXO1

Land Address: 14 BEAUMONT CRESCENT LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13749453	629	94972	9014	406	\$0.00

Vendor: DIMITRA MOURKAKO, GEORGE MOURKAKO & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
GEORGE MOURKAKOS	2025	\$420,000	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$575,000

SITE VALUE (SV): \$420,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 84910205

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,710.00

Taxable Value = \$420,000

Calculated as \$1,350 plus (\$420,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,750.00

Taxable Value = \$575,000

Calculated as \$575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 84910205

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 84910205

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / VICTORIAN GOVERNMENT SOLICITORS OFFICE

Your Reference:	2205313
Certificate No:	84910205
Issue Date:	18 FEB 2025
Enquires:	LX01

Land Address: 14 BEAUMONT CRESCENT LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13749453	629	94972	9014	406	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$575,000
SITE VALUE:	\$420,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84910205

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / VICTORIAN GOVERNMENT SOLICITORS OFFICE

Your Reference:	2205313
Certificate No:	84910205
Issue Date:	18 FEB 2025

Land Address: 14 BEAUMONT CRESCENT LALOR VIC 3075

Lot	Plan	Volume	Folio
629	94972	9014	406

Vendor: DIMITRA MOURKAKO, GEORGE MOURKAKO & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 84910205

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 84910207

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 84910207

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1110832

APPLICANT'S NAME & ADDRESS

VICTORIAN GOVERNMENT SOLICITORS OFFICE C/-
INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

MOURKAKO, GEORGE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

358887

This certificate is issued for:

LOT 629 PLAN LP94972 ALSO KNOWN AS 14 BEAUMONT CRESCENT LALOR
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

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

14 February 2025

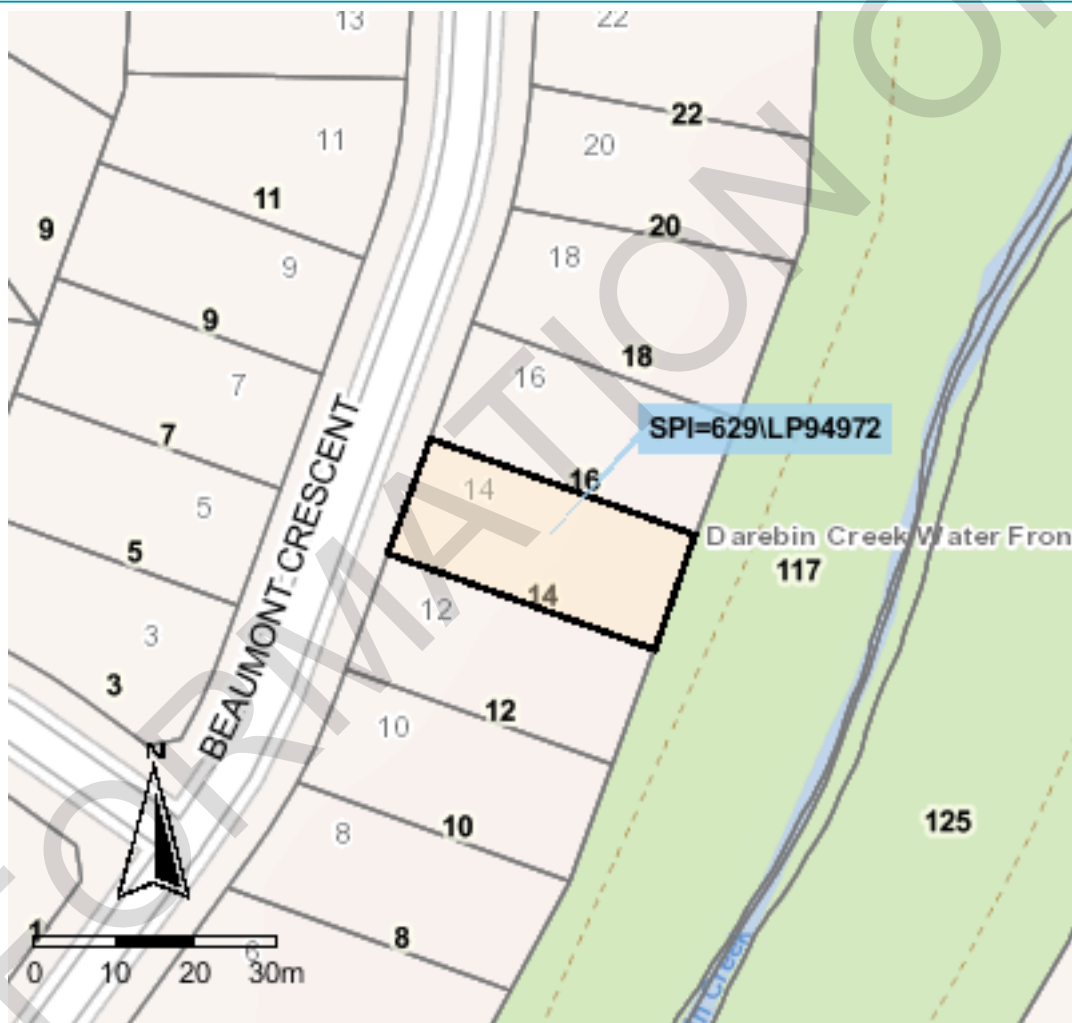
Sonya Kilkeny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 13 February 2025 10:36 PM

PROPERTY DETAILS

Address: **14 BEAUMONT CRESCENT LALOR 3075**
Lot and Plan Number: **Lot 629 LP94972**
Standard Parcel Identifier (SPI): **629\LP94972**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **102384**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 D3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

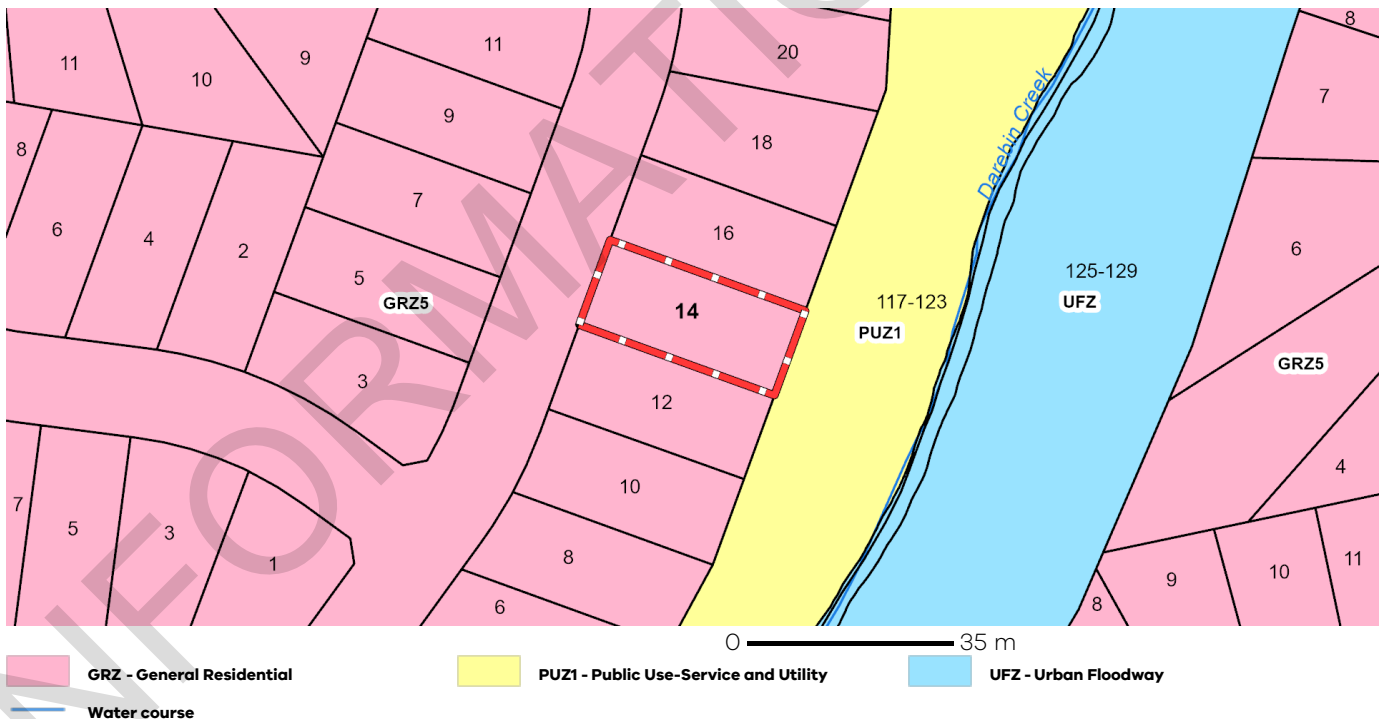
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 7 February 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 75851201-016-0

4 March 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c)
14 (Lot 629) Beaumont Crescent LALOR**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

INFORMATION ONLY

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 14 BEAUMONT CRESCENT
SUBURB: LALOR
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 9 Reference D3
DATE OF SEARCH: 14th February 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Government Solicitors Office C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 358887

NO PROPOSALS. As at the 14th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

14 BEAUMONT CRESCENT, LALOR 3075
CITY OF WHITTLESEA

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

Date of issue: 14th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 75851201-011-5

18 February 2025

Victorian Government Solicitors Office

c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

14 Beaumont Crescent, Lalor (Volume 9014 Folio 406) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 14 February 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

Paul Smith

Paul Smith
Customer Service Officer
Land Revenue Administration

**Attachment 4 Clearance Certificate for the Attorney General of
Victoria**

INFORMATION ONLY



DEPARTMENT OF JUSTICE AND COMMUNITY
SAFETY
C/o LINA MAGGIORE
LEVEL 29 EXHIBITION STREET
MELBOURNE VIC 3000

Our reference: 2410926745495
Phone: 13 28 66

14 May 2024

Your foreign resident capital gains withholding clearance certificate

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

Hello

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

Reference number	2410926745495
Vendor name	THE ATTORNEY-GENERAL OF VICTORIA
Vendor address	LEVEL 21 311 SPENCER STREET DOCKLAND VIC 3008
Clearance certificate period	13 May 2024 to 13 May 2029

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

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

Attachment 5 Due diligence checklist

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.

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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.