

CONTRACT OF SALE

**John Robson Ong Estandarte
and
Karen Eliza Padilla Roy**

15 Sunbird Gardens, Epping VIC 3076



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Niddrie, Victoria 3042**
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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

.....
 on
/...../20.....

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

.....

State nature of authority, if applicable:

.....

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
 In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

.....
 on
/...../20.....

Print name(s) of person(s) signing: John Robson Ong Estandarte and Karen Eliza Padilla Roy

.....

State nature of authority, if applicable:

.....

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 Epping
 Address: 769 High Street, Epping VIC 3076
 Email: sold@rataandco.com.au
 Tel: 03 9465 7766 Mob: Ref: Mary Ali

Vendor

Name: John Robson Ong Estandarte and Karen Eliza Padilla Roy

Vendor's legal practitioner or conveyancer

Name: Conveyed
 Address: 384 Keilor Road, Niddrie VIC 3042
 Email: admin@conveyed.com.au
 Tel: 1300 345 879 Ref.: AM:1423

Purchaser

Name:
 Address:
 ABN/ACN:
 Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10407 Folio 066	16	PS414236M

The land includes all improvements and fixtures.

Property address

The address of the land is: 15 Sunbird Gardens, Epping VIC 3076

Goods sold with the land (general condition 6.3(f))

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings, dishwasher, oven, window blinds, split air-conditioning system, solar panels and gas hot water system as inspected

Payment

Price \$0.00
Deposit \$0.00 by (of which \$0.00 has been paid)
Balance \$0.00 payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement general conditions 17 and 26.2

is due on

Lease (special condition 16 and general condition 5.1)

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

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the ~~Sale of Land Act 1962~~ if the box is checked.

Loan (special condition 13 and general condition 20)

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

Lender:
(or another lender chosen by the purchaser)
Loan amount: no more than \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

1 Definitions and Interpretation

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

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

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

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

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

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

“**Claim**” means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (including legal costs on a full indemnity basis whether or not the subject of a court order), loss (including consequential loss), expenses, debts, damages 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 and includes a claim for compensation.

“**Contract**” means this Contract of Sale of Real Estate including the General Conditions, these Special Conditions, the Particulars of Sale, the Guarantee and Indemnity, any annexures and any schedules to this Contract.

“**Deposit**” means the deposit amount specified the Particulars of Sale within this Contract.

“**DDF**” means the online form called "Digital Duties Form" generated from the SRO website.

“**ECNL**” means *Electronic Conveyancing National Law*.

“**Excluded Rights**” means the rights to:

- (a) rescind, terminate or avoid this Contract;
- (b) make any objection, requisition or enquiry;
- (c) make any Claim, including a claim for compensation;
- (d) withhold any part or require an adjustment of the Price (other than as permitted under this Contract);
- (e) require any part of the Price to be retained (other than as permitted under this Contract);
- (f) require the vendor to do any act, matter or thing;
- (g) require the vendor to amend title;
- (h) require the vendor to pay any money or bear any costs; and
- (i) require the vendor to indemnify any person.

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

“**Goods**” means the goods sold with the land as specified in the Particulars of Sale.

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

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

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

“**Outgoings**” means all rates, taxes, assessments, insurance premiums, owners corporation fees, levies and any other expenses which apply to the Property (including amounts paid by the vendor to or on behalf of the Owners Corporation in respect of owners corporation insurance).

“**Particulars of Sale**” means the Particulars of Sale within this Contract.

“**Plan**” means plan of subdivision or other such title plan (as the case may be), a copy of which is included

in the Vendor Statement.

“**PPSA**” means the *Personal Property Securities Act 2009* (Cth).

“**Price**” means the sale price as set out in the Particulars of Sale.

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

“**Services**” means by Services as described in the Vendor Statement.

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

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

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

“**SRO**” means State Revenue Office of Victoria.

“**SRO Settlement Statement**” means the statement called “Settlement Statement” generated from the SRO website after completion of a DDF.

“**Statement of Adjustments**” means a statement provided by the purchaser’s solicitor or conveyancer to the vendor’s solicitor containing adjustments to Outgoings between the purchaser and the vendor in accordance with this Contract.

“**Transfer**” means such registrable instrument(s) of transfer of the Property as will enable the purchaser to become registered as proprietor of the Property.

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

1.2 In this Contract, unless the context requires otherwise:

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

The parties agree that the general conditions are modified as follows:

- (a) general condition 4 is amended by inserting the following sentence at the end of the clause: "In the event that the purchaser nominates a substitute or additional person to take a transfer of the land, the purchaser shall pay to the vendor on demand the vendor's solicitors fee to perform any such work as is necessary in response to the nomination, including advising on the nomination, in the amount of \$440.00 including GST."
- (b) general condition 10 is deleted and replaced by Special Condition 6 below.
- (c) general condition 11 is amended in accordance with Special Condition 7 below.
- (d) general condition 12 is deleted.
- (e) General condition 14.3(ii) is amended by deleting "80% of".
- (f) general condition 14.7(b) is amended by deleting "cheque drawn on an authorised deposit-taking institution" and inserting "bank cheque".
- (g) general condition 14.11 is deleted.
- (h) general condition 20.2 is amended in accordance with Special Condition 13 below.
- (i) general conditions 21 and 22 are deleted.
- (j) general conditions 23.2(b) and 23.2(c) are deleted.
- (k) Deleted.
- (l) general condition 31.3 is amended by:
 - (i) deleting "one or more of the goods is" and inserting "improvements, fixtures, fittings or goods are"; and
 - (ii) deleting "but may claim compensation from the vendor after settlement".
- (m) general conditions 31.4, 31.5 and 31.6 are deleted.
- (n) general conditions 33, 34 and 35 is amended in accordance with Special Condition 15 below.
- (o) general condition 35.4(a) is amended by deleting "up" and inserting "equivalent".

3 Identity and Improvements

- 3.1 The purchaser admits that the Property as offered for sale and inspected by him or her is identical with that described in the title particulars given herein, including measurements and area of the Property. The purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the Property or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the cost of doing so.
- 3.2 The vendor makes no warranty that the improvements erected on the Property comply with relevant statutory building regulations, municipal by-laws, any other relevant statutes or regulations (including any repealed laws under which any improvements were constructed) or objections and the purchaser acknowledges that he or she has made his or her own investigations in this regard with the relevant authorities.
- 3.3 The purchaser indemnifies and releases the vendor from any Claim that he or she has or may suffer or incur directly or indirectly in relation to, as a result of or in connection with any matter contained in this special condition 3 and shall not exercise any Excluded Rights or require the vendor to take any action whatsoever because of anything relating to or arising out of or in connection with this special condition 3 or this Contract.

4 Whole contract

- 4.1 The Contract constitutes the entire agreement between the parties in relation to the Property or its purchase.
- 4.2 Any promise, condition representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the vendor which is not set out or expressly referred to in this Contract, is expressly negated and withdrawn.

5 Waiver

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

- 5.2 The single or partial exercise by the vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract.
- 5.3 The purchaser's obligations under this Contract are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the vendor to the purchaser, or by any acceptance by the vendor of payments tendered by the purchaser otherwise than in accordance with this Contract.
- 5.4 Waiver of any power or right under this Contract:
- (a) must be in writing signed by the party entitled to the benefit of that power or right;
 - (b) is effective only to the extent set out in that written waiver.

6 Delivery of the Transfer

- 6.1 The purchaser must prepare and deliver to the vendor at least 10 days before the due date for Settlement a transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 6.2 If the purchaser does not deliver a transfer of land at least 10 days before the date for paying the residue:
- (a) The vendor is not obliged to complete this contract until 10 days from the date on which the purchaser delivers the transfer of land to the vendor; and
 - (b) The purchaser is deemed to have defaulted in paying the residue and continues in default until the day the contract is actually completed.
- 6.3 Prior to Settlement, the vendor must initiate the DDF or other form required by the SRO in respect of this transaction, and both parties must co-operate to complete it as soon as reasonably practicable before Settlement.

7 Release of Security Interest

- 7.1 This special condition replaces general condition 11 and applies if any part of the Property is subject to a security interest to which PPSA applies.
- 7.2 Except where notified by the vendor in writing to the contrary, the purchaser agrees that neither section 46(1) nor section 47(1) of the PPSA apply to the sale of the Goods and that the vendor will not, and is not under any obligation to, at any time provide:
- (a) a release from the secured party releasing the property from the security, or
 - (b) a statement in writing in accordance with section 275(1)(b) of the PPSA 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 PPSA indicating that, on Settlement, the personal property included in the contract is not or will not be property in which security interest is granted.
- 7.3 Notwithstanding any other provision to the contrary, the purchaser agrees that the vendor is not obliged to provide a release, statement, undertaking or approval in respect of any security interest granted in favour of a secured party who is also the proprietor of a registered mortgage over the Property.
- 7.4 The purchaser must not exercise any of the Excluded Rights or require the vendor to take any action of whatsoever nature because of anything relating to or arising out of or in connection with this special condition 7.
- 7.5 Words and phrases used in this special condition 7 which are defined in the PPSA have the same meaning in this special condition.

8 Services

The purchaser acknowledges and agrees that:

- (a) the vendor does not represent that any services available at the Property are adequate for the purchaser's proposed use of the Property and the vendor advises the purchaser to make appropriate inquiries;
- (b) 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; and

- (c) to the extent permitted by law, the vendor is not liable to rectify any change to the condition or working order of any services in, on or around the Property before or after Settlement.

9 Statement of Adjustments

- 9.1 The purchaser shall adjust all Outgoings between the vendor and the purchaser as at the day of Settlement on the basis that the Outgoings have or will be paid by the vendor.
- 9.2 The purchaser or the purchaser's representative shall provide to the vendor or the vendor's solicitor, a Statement of Adjustments together with copies of certificates from authorities obtained and relied upon to prepare the Statement of Adjustments, no later than 10 days before Settlement.
- 9.3 If the purchaser or the purchaser's representative does not deliver Statement of Adjustments with supporting certificates to the vendor or the vendor's solicitor at least 10 days before Settlement:
 - (a) the vendor is not obliged to accept the adjustments to Outgoings or pay any amounts owing to authorities until copies of all the certificates are provided;
 - (b) the adjustments and any outstanding amounts payable to authorities shall be treated as paid in full by the vendor and reimbursed to the vendor at Settlement by way of an adjustment. The purchaser acknowledges that in such instance they forfeit any right or ability to adjust Outgoings after Settlement;
 - (c) the vendor is not obliged to complete this Contract until 10 days from the date on which the purchaser or the purchaser's representative delivers the Statement of Adjustments with supporting certificates to the vendor or the vendor's solicitor; and
 - (d) the purchaser is deemed to have defaulted in the completion of the Contract and continues in default until the day the Contract is actually completed.

10 Acknowledgements

The purchaser acknowledges that:

- (a) The Property and any Goods sold with the Property by this Contract shall not pass to the purchaser until payment of the Price in full.
- (b) The vendor has provided the purchaser with a Vendor Statement pursuant to Section 32 of the SLA prior to the purchaser signing this Contract.
- (c) The land and buildings (if any) sold under this Contract and inspected by the purchaser are sold with existing improvements thereon and the purchaser shall not exercise any Excluded Rights because of anything relating to or arising out of or in connection with:
 - (i) any deficiency or defect in the Property;
 - (ii) any deficiency or defect in, or objection in relation to, the said improvements as to their suitability for occupation or otherwise, including any requisition in relation to the issue of building permits or completion of inspections by the relevant authorities in respect of any improvements herein;
 - (iii) any Goods that are not in working order on or before Settlement.

11 Guarantee and Indemnity

- 11.1 Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution of the Contract procure the execution of the Guarantee and Indemnity in the form annexed to this Contract by two directors of the purchaser company or one director and the company secretary of the purchaser company. The signatories will automatically be responsible for complying with the terms and conditions of this Contract.
- 11.2 If the purchaser is a corporation within the meaning of the *Corporations Act 2001* (Cth):
 - (a) the person signing this Contract on behalf of the purchaser warrants to the vendor as a separate collateral warranty that such person is duly authorised in writing and empowered to do so and acknowledges that he or she is also personally responsible for compliance with the terms of this Contract;
 - (b) the directors of the purchaser shall be bound by the Guarantee and Indemnity, notwithstanding that the vendor or any one or more of the purchaser's directors has failed or refused to execute the Guarantee and Indemnity simultaneously with the execution of the Contract or at all;

- (c) a failure of the purchaser to procure the execution of the Guarantee by each of the directors shall constitute a breach of an essential term by the purchaser under this Contract;
- (d) the purchaser covenants and warrants with and to the vendor that the purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever.

12 Auction Rules

In the event the property is offered for sale by public auction subject to the vendor's reserve price, the rules for the conduct of the auction shall be as prescribed by the *Sale of Land Regulations 2014 (Vic)* or any rules prescribed by regulation which modify or replace those rules.

13 Finance

- 13.1 The purchaser is unable to terminate the Contract pursuant to general condition 20.2 unless, in addition to the requirements contained in general condition 20.2, the purchaser provides to the vendor by no later than 5:00pm on the approval date specified in the Particulars of Sale for obtaining a loan, a formal letter of decline on a prescribed letterhead form, and signed by an authorised person of, the bank or financial institution identified in the Particulars of Sale (or another bank or financial institution selected by the purchaser) confirming the purchaser is unable to obtain a loan in the amount prescribed in this Contract and the loan has been declined.
- 13.2 If the purchaser fails to comply with the requirements in general condition 20.2 and special condition 13.1, the Contract is unconditional and the purchaser is required to complete the Contract and tender all monies due under the Contract by the Settlement Date.

14 FIRB Approval

- 14.1 The purchaser warrants to the vendor that they either do not require any approval under *Foreign Acquisitions and Takeovers Act 1975* (as amended) to purchase the property and to enter into this Contract or, if the purchaser requires any such approval, the purchaser has obtained such approval.
- 14.2 The purchaser indemnifies and releases the vendor against any and all Claims that the vendor may suffer or incur in relation to, as a result of or in connection with any matter in this special condition 14.

15 Default and rescission

15.1 Default interest

If the purchaser fails to pay an amount payable under this Contract on the due date for payment, the purchaser must pay on demand interest on the amount unpaid at the rate of 4 per cent higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* in addition to the following expenses (which are not exhaustive), that the purchaser accepts as being 'reasonable costs' for the purposes of general condition 34.2(b)(ii):

- (a) a rebooking fee and Settlement fee payable to the vendor's solicitor or agent in the amount of \$220.00 including GST on account of additional work and correspondence reasonably carried out on behalf of the vendor to re-book Settlement and re-attend Settlement;
- (b) the vendor's legal costs and fees levied by the vendor's solicitor, the vendor's mortgagee or chargee or any third party;
- (c) any costs, expenses, interest or penalties incurred by the vendor for bridging finance or to a third party through any delay in completion of the vendor's purchase of property;
- (d) any accommodation and removalist costs necessarily incurred by the vendor;
- (e) further additional legal costs of \$660.00 including GST for each and every notice of default or notice of rescission served on the purchaser;
- (f) any commission, advertising fees or other expenses claimed by the vendor's estate agent or any other person relating to the sale or re-sale of the Property;
- (g) if the default results in Settlement being delayed on or after 31 December in any calendar year, any and all additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year.

15.2 Default Notice

The obligation under general condition 34 for a party to serve a notice of default before exercising any rights arising from the other party's default does not apply to the vendor or in relation to the right of the vendor or the vendor's solicitor to claim on demand any or all reasonable costs under special condition 15.1 or call upon a Bank Guarantee by written demand on the Bank or financial institution that issued the Bank Guarantee if the purchaser has paid any monies under this Contract in the form of a Bank Guarantee.

15.3 Consequences of default

If within 14 days after the purchaser has defaulted under this Contract the default is not remedied by the purchaser and the reasonable costs incurred by the vendor and penalty interest payable as a result of or in connection with the purchaser's default remains unpaid by the purchaser, the vendor may, in addition to any other remedy under this Contract or otherwise:

- (a) retain possession of the Property and all monies paid by the purchaser;
- (b) terminate this Contract, in which case general condition 35.2(a) does not apply;
- (c) sue the purchaser for damages, specific performance or both; or
- (d) 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.

15.4 Rescinding party to notify stakeholder

The party rescinding this Contract must notify the stakeholder holding the Deposit paid by the purchaser and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract. The purchaser appoints the vendor as their lawful attorney for this purpose and absolves the stakeholder from any liability when complying with such notice.

15.5 Settlement

Should the purchaser fail to settle the Property at the agreed Settlement time (as specified in writing by the vendor's solicitor) and Settlement must be re-scheduled for another time or day, the purchaser shall be deemed to have defaulted under the Contract and special condition 15 shall apply. The purchaser shall not be deemed to have remedied the default, and the vendor will not be obliged to settle the Property, until the purchaser pays to the vendor all reasonable costs claimed by the vendor under general condition 15.1 or that the vendor otherwise claims.

15.6 Indemnity

The purchaser indemnifies the vendor and the vendor's solicitor against all Claims of any nature whatsoever that the vendor or the vendor's solicitor may suffer or incur directly or indirectly in relation to, as a result of or in connection with a default caused or contributed to by the purchaser under the Contract.

16 Tenancy – NOT USED

17 Acceptance of title

Where the purchaser is deemed by section 27(7) of the SLA 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.

18 Christmas Period – NOT USED

19 Land Tax Adjustment

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962 (Vic)* applies.

20 Windfall Gains Tax Adjustment

General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

21 Material Fact

It is hereby acknowledged and agreed by the Purchaser that if the Vendor has disclosed one or more Material Facts in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto (jointly and severally "Material Fact", and including any related attachments, including, but not limited to, any Notices, Orders or demands served, known to the Vendor and disclosed herewith unless the Vendor has by Special Condition elsewhere in this Contract expressly agreed to remedy or comply with that Notice or Order), that Material Fact constitutes the whole of the Vendor's significant knowledge of that issue and unless expressly stated to the contrary in another Special Condition in this Contract, the Purchaser hereby agrees and: -

- (a) Acknowledges that a full and true disclosure of these matters to the knowledge of the Vendor is hereby and in the attached related "Section 32" Vendor's Statement annexed to this Contract given, and that the Purchaser has read and understood the disclosure so given;
- (b) Admits that it has made its own enquiries in relation to the Material Fact;
- (c) Admits that the Vendor makes no warranty whatsoever in relation to any aspect surrounding the Material Fact and that if the Purchaser can and chooses, or is required to, action, or contribute, financially or otherwise to any matter arising from the Material Fact, agrees not to call upon the Vendor to perform any attendances whatsoever in relation to the Material Fact, or to provide or contribute to any costs thereof;
- (d) that no other party or person may be aware of the Material Fact, or that if they are, that they view interpret or understand the Material Fact in the same way as the Vendor;
- (e) All recommended, required or desired attendances, if any, arising from the Material Fact shall from the Day of Sale become the sole responsibility of the Purchaser and at the Purchaser's cost in all things;
- (f) Admits that it shall have no objection to title or other rights against the Vendor or against the agents or servants of the Vendor in relation to any Material Fact;
- (g) Admits that it buys the Property on its own investigations in that regard;
- (h) Admits that it will not delay Settlement, deduct or offset any monies at Settlement, make any claim for compensation from the Vendor, and that it has no entitlement to compensation from the Vendor, whatsoever in relation to any Material Fact;
- (i) Hereafter releases and indemnifies the Vendor against any Claim arising from or in connection with the Material Fact; and
- (j) This special condition takes precedence over any other term or condition of this Contract to the extent of any inconsistency or discrepancy.

22 Solar Panels

The Buyer acknowledges that if there are solar panels installed at the property hereby sold, the parties agree as follows:

- (a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
- (b) The Purchaser will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits or obligations whatsoever with respect to the said solar panels; and
- (c) The Vendor makes no representations or warranties and carries no obligation to the purchaser whatsoever with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, repayment of any loan or debt for the solar panels, actions that may be taken by the solar panel provider or installer, the said solar panels' in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 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 legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each

amendment or renewal as evidence of the status of the policies from time to time;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

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

ANNEXURE A

Sale of Land Regulations 2014

Schedule 1

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.

Sale of Land Regulations 2014

Schedule 5

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:

1. 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
2. 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 person bidding for a vendor other than:

1. 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
2. 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;
3. 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;
4. the auctioneer acknowledging a bid if no bid was made;
5. 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;
6. any person falsely claiming or falsely acknowledging that they made a bid;
7. 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 any thing 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".

INFORMATION ONLY

ANNEXURE B
Guarantee and Indemnity

I/We,
of
and.....
of
being the Sole Director / Directors of
of (called the "Guarantors")

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

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

IN WITNESS whereof the parties hereto have set their hands and seals
this day of in the year

SIGNED by the said)
.....)
Director (Print Name) Director (Sign)

in the presence of:)
Witness:)
(Print Name) (Sign)

ANNEXURE C
GST Withholding Notice

Pursuant to Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth)

To: The Purchaser(s)

From: John Robson Ong Estandarte and Karen Eliza Padilla Roy (Vendor(s))

Property address: 15 Sunbird Gardens, Epping VIC 3076

Volume: 10407 Folio: 066

Lot and Plan: Lot 16 on Plan PS414236M

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) in relation to the supply of the above Property.

Date: 5 February 2026

Signed for an on behalf of the Vendor:



Melissa Barlas

Director

Conveyed

INFORMATION ONLY

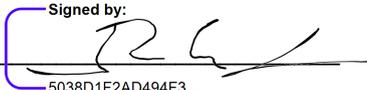
Vendor Statement

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	15 SUNBIRD GARDENS, EPPING VIC 3076
-------------	-------------------------------------

Vendor's name	John Robson Ong Estandarte	Date	10/2/2026
Vendor's signature	<p>Signed by:  5038D1F2AD494F3...</p>		
Vendor's name	Karen Eliza Padilla Roy	Date	10/2/2026
Vendor's signature	<p>Signed by:  51B0FF4759EA40E...</p>		

Purchaser's name	Date
Purchaser's signature	/ /

Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates

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

\$0.00	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.

If applicable, as per the attached certificates.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.1 Road Access

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

3.2 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'

3.3 Planning Scheme

Attached is a certificate with the required 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:

Other than contained in any certificates and statements attached, none to the Vendor's knowledge. However, the Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities unless they have been communicated to the Vendor in writing. The Purchaser should make their own enquiries.

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):

As per the attached certificates.

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*.

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 10407 FOLIO 066

Security no : 124131331544A
Produced 14/01/2026 03:21 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 414236M.
PARENT TITLE Volume 04017 Folio 286
Created by instrument PS414236M 21/10/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

JOHN ROBSON ONG ESTANDARTE
KAREN ELIZA PADILLA ROY both of 37 MEADOW GLEN DRIVE EPPING VIC 3076
AH002728E 29/01/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY416744A 18/09/2024
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS414236M 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: 15 SUNBIRD GARDENS EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 18/09/2024

DOCUMENT END

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Document Type	Plan
Document Identification	PS414236M
Number of Pages (excluding this cover sheet)	2
Document Assembled	14/01/2026 15:34

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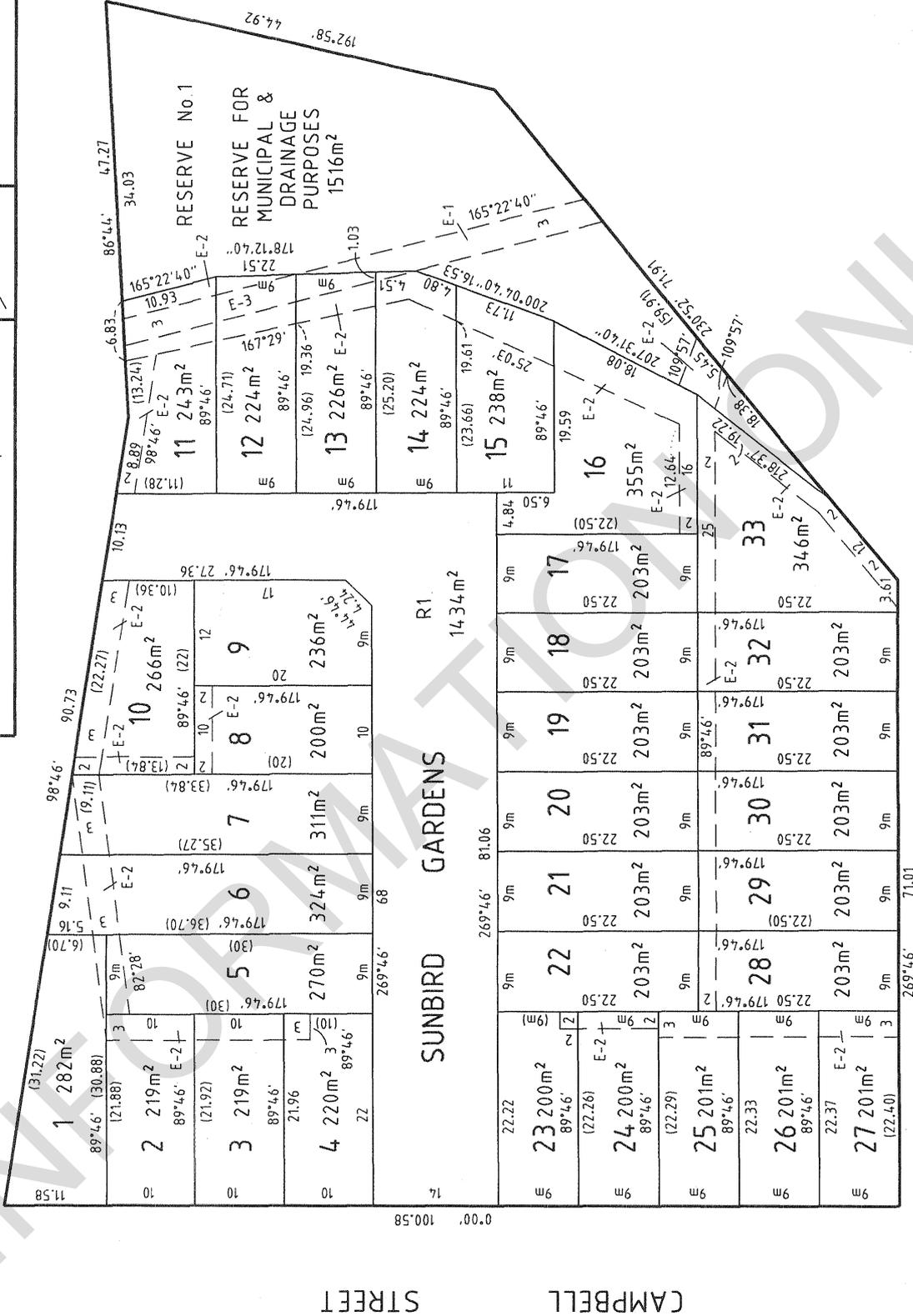
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 1	Plan number PS 414236_M
LOCATION OF LAND Parish: WOLLERT Township: EPPING Section: 6 Crown Allotment: 11 Crown Portion: - LTO Base Record: CHART Title References: VOL. 4017 FOL. 286 Last Plan Reference: - Postal Address: CAMPBELL STREET (At time of subdivision) EPPING AMG Co-ordinates: E 326 200 ZONE: 55 (of approx centre of land in plan) N 5 831 000		COUNCIL CERTIFICATION AND ENDORSEMENTS COUNCIL NAME: WHITTLESEA CITY COUNCIL REF: 703969 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 15-7-1998 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (I) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/ has not been made. (II) The requirement has been satisfied. (III) The requirement is to be satisfied in stage Council delegate Council seal Date <u> / / </u> Re-certified under Section 11(7) of the Subdivision Act 1988. Council seal Date 25/ 9 /98 <i>Marison</i>		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	WHITTLESEA CITY COUNCIL			
RESERVE No.1	WHITTLESEA CITY COUNCIL			
NOTATIONS				
STAGING This is /is not a staged subdivision. Planning permit No.				
DEPTH LIMITATION LAND IS LIMITED TO 15.24m BELOW THE SURFACE.				
SURVEY THIS PLAN IS IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.				
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement(Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	3m	G 216671	M.M.B.W.
E-2	DRAINAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LTD.
E-3	SEWERAGE DRAINAGE SEWERAGE	SEE DIAG.	G 216671 THIS PLAN THIS PLAN	M.M.B.W. WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LTD.
				RECEIVED <input checked="" type="checkbox"/>
				DATE: 13 /10/98
				LTO USE ONLY
				PLAN REGISTERED
				TIME 4:40 PM
				DATE 21/10/98
				<i>Marison</i> Assistant Registrar of Titles
				SHEET 1 OF 2 SHEETS
C.W.B. VAUGHAN & ASSOCIATES P/L. PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS 13 STEWART STREET, MT. WAVERLEY, VIC. 3149 PH: 9887 9366 FAX: 9887 9683		LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN SIGNATURE <i>Brian J. Sullivan</i> DATE 12 / 8 / 98 REF 97060 VERSION F		DATE 25/ 9 /98 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

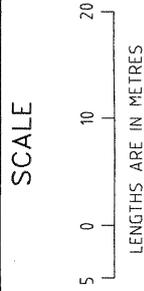
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 414236 M



COULSTOCK STREET



C.W.B. VAUGHAN & ASSOCIATES P/L
 PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS
 13 STEWART STREET,
 MT. WAVERLEY, VIC. 3149
 PH: 9887 9366 FAX: 9887 9683

ORIGINAL SCALE 1:500 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **BRIAN J. SULLIVAN**
 SIGNATURE: *[Signature]* DATE **12 / 8 / 98**
 REF **97060** VERSION **F**

SHEET 2 OF 2 SHEETS
 DATE **25 / 4 / 98**
 COUNCIL DELEGATE SIGNATURE

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 January 2026 05:18 PM

PROPERTY DETAILS

Address: **15 SUNBIRD GARDENS EPPING 3076**
 Lot and Plan Number: **Lot 16 PS414236**
 Standard Parcel Identifier (SPI): **16\PS414236**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **441857**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 D11**

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

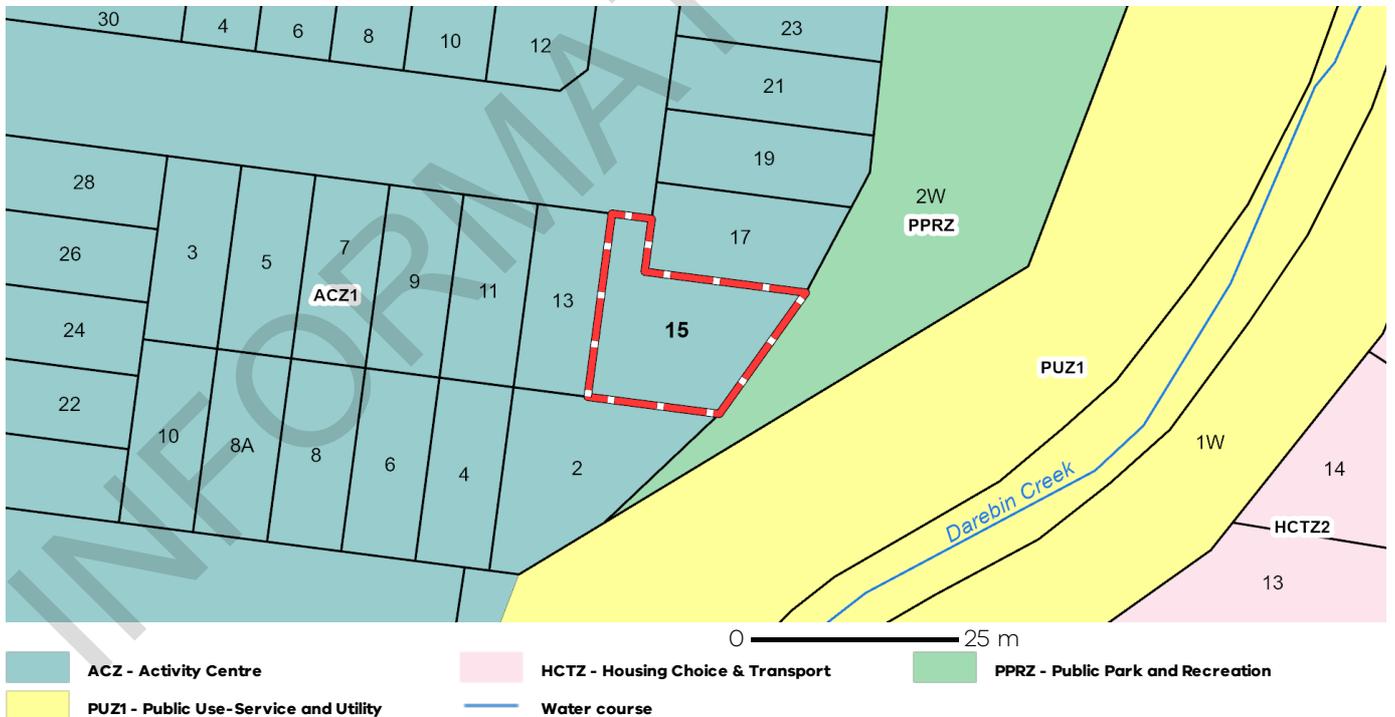
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



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

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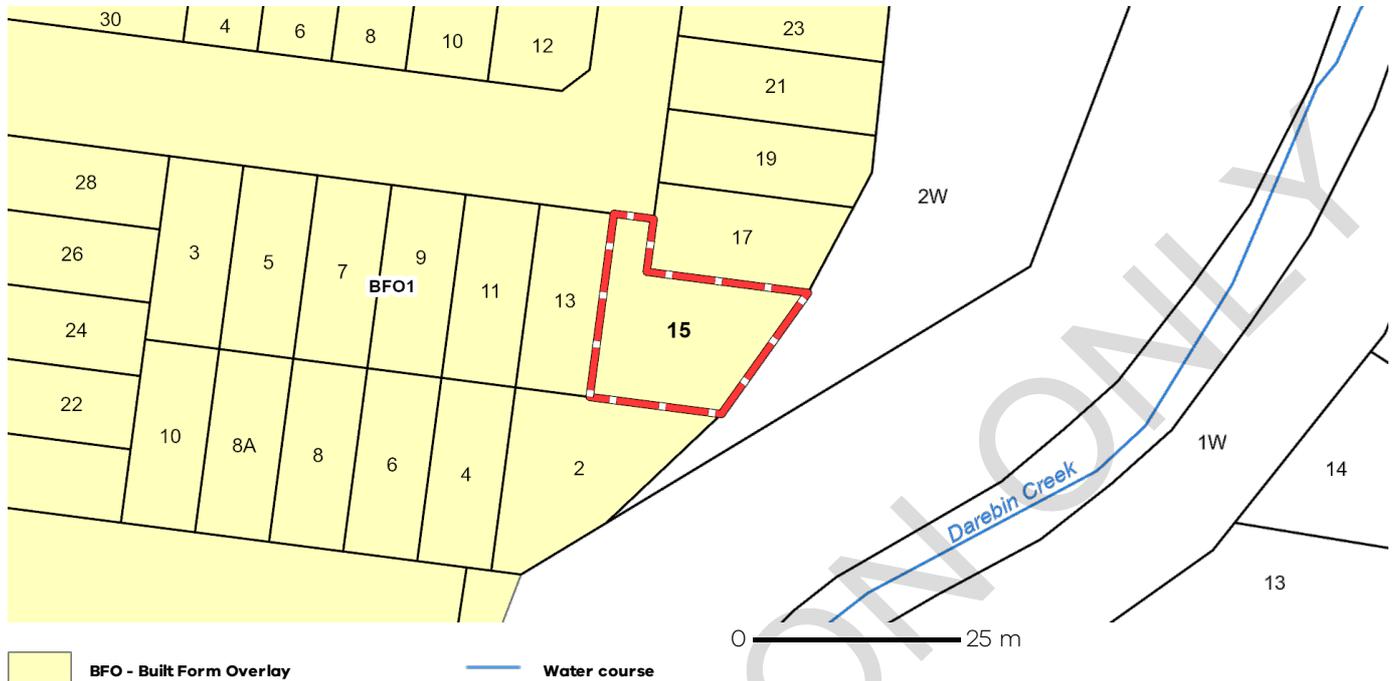
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

BUILT FORM OVERLAY (BFO)

BUILT FORM OVERLAY - SCHEDULE 1 (BFO1)



DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14 (DCPO14)

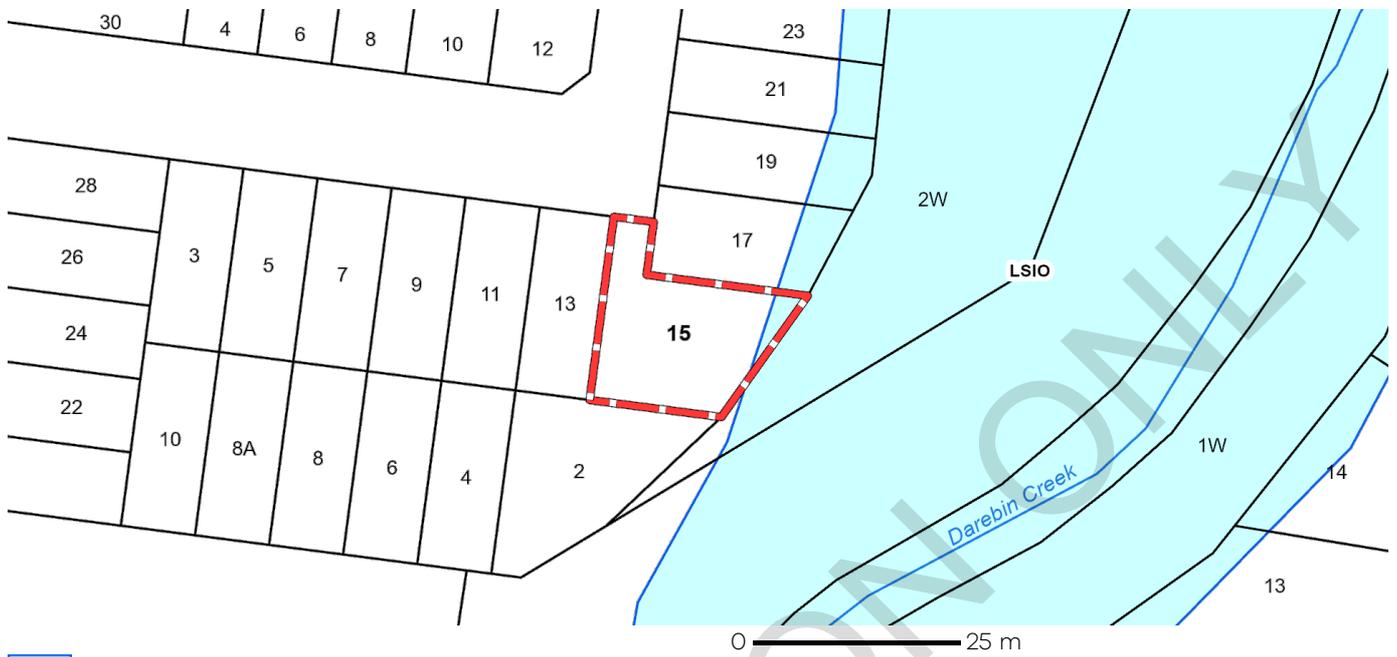


PLANNING PROPERTY REPORT

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

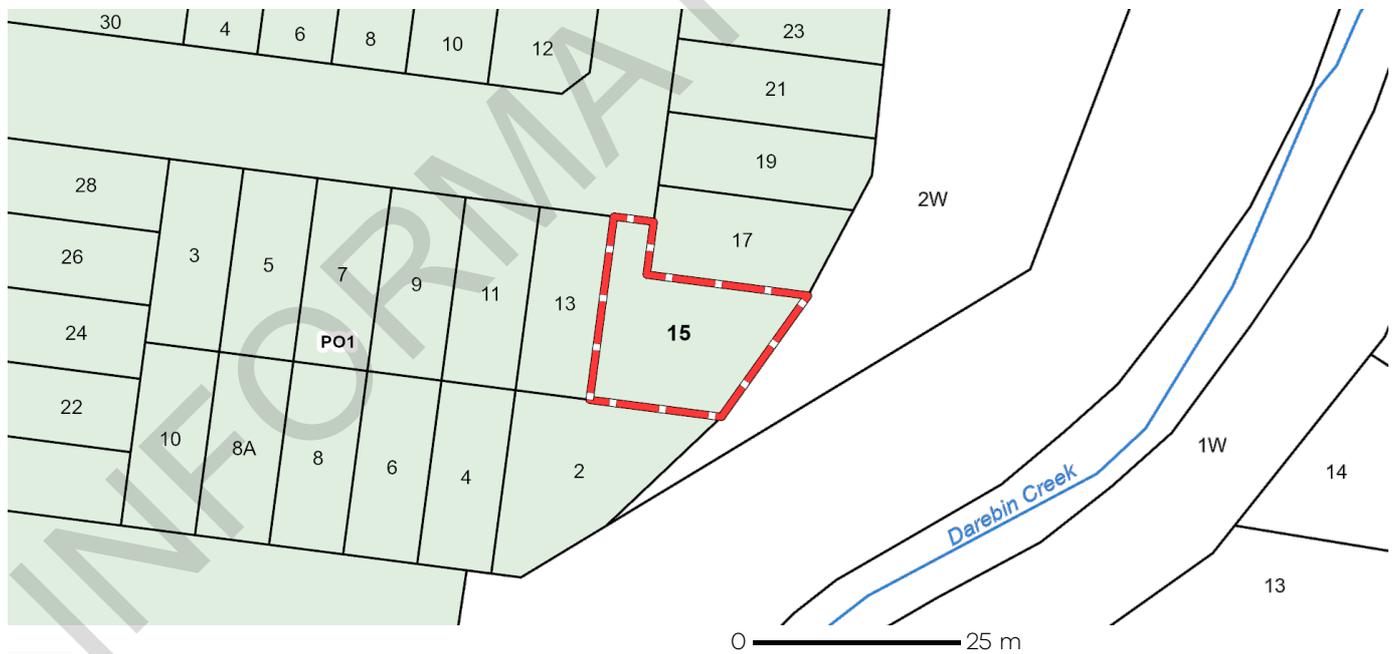


 **LSIO - Land Subject to Inundation Overlay**  **Water course**

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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



 **PO - Parking Overlay**  **Water course**

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

PLANNING PROPERTY REPORT

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9) LGA373



SLO - Significant Landscape Overlay **Water course**

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

PLANNING PROPERTY REPORT

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 <https://heritage.achris.vic.gov.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 20 January 2026.

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.vic.gov.au/vicplan/>

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> 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)

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

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

Your Ref: **79339646-017-5**

15 January 2026

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 15 (Lot 16) Sunbird Gardens EPPING**

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
BS-U 1363/7090353674473	04/06/2020	Additions and Alterations to Dwelling	Yes – 11/08/2020

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 and Planning Department on 9217 2170 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.

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.

Yours sincerely

**BUILDING & PLANNING
 CITY OF WHITTLESEA**

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

Date of issue 16/01/2026	Assessment No. 441857	Certificate No. 180216	Your reference 79339646-015-1
------------------------------------	---------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 15 Sunbird Gardens EPPING 3076

Description: LOT: 16 PS: 414236M

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$575,000	\$380,000	\$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 2025 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 01/07/2025	\$1,359.50
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$99.48
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	-\$35.82
Interest to 16/01/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

<i>Balance of rates & charges due:</i>	\$1,969.11
--	-------------------

Property debts

Other debtor amounts	\$0.00
----------------------	--------

Special rates & charges

nil

Total rates, charges and other monies due	\$1,969.11
--	-------------------

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 **441857**



Phone 1300 301 185
Ref **441857**



Billers Code **5157**
Ref **441857**



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

14th January 2026

Conveyed C/- Triconvey2 (Reseller) C/- LANDATA
LANDATA

Dear Conveyed C/- Triconvey2 (Reseller) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	15 SUNBIRD GARDENS EPPING 3076
Applicant	Conveyed C/- Triconvey2 (Reseller) C/- LANDATA LANDATA
Information Statement	31003243
Conveyancing Account Number	7959580000
Your Reference	781885

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
ABN 93 066 902 501

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Mitcham Victoria 3132

Private Bag 1
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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	15 SUNBIRD GARDENS EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	15 SUNBIRD GARDENS EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Flood levels have been designated along the Darebin Creek watercourse (4520) under the provisions of the Water Act 1989. For further information contact Melbourne Water on 9679 7517.

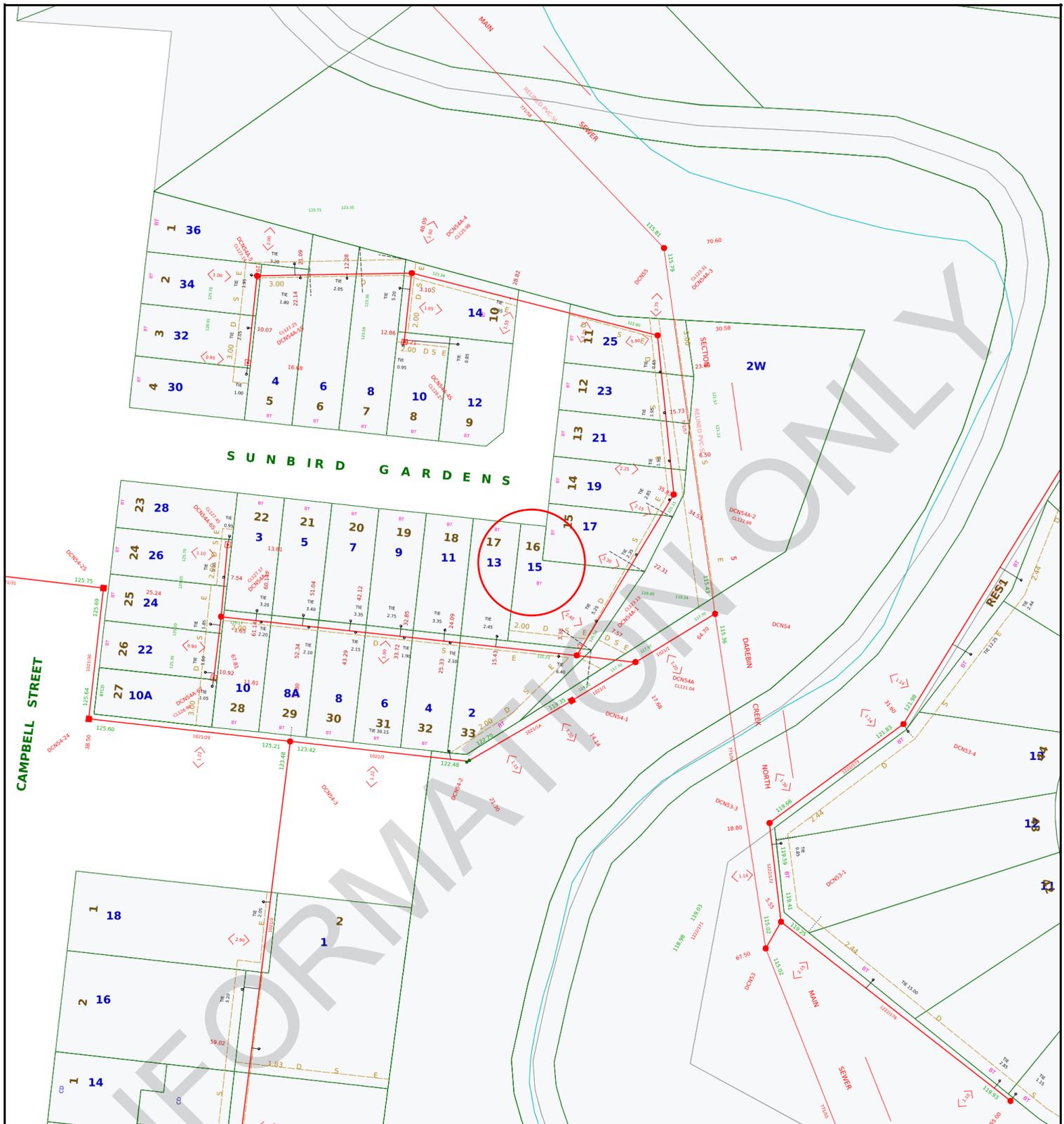
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The applicable flood level for this property is RL 121.67 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679 7517.

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

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

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



Yarra Valley Water
Information Statement
Number: 31003243

Address	15 SUNBIRD GARDENS EPPING 3076
Date	14/01/2026
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			
Existing Sewer	Sewer Offset			
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;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Conveyed C/- Triconvey2 (Reseller) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8020530000
Rate Certificate No: 31003243

Date of Issue: 14/01/2026
Your Ref: 781885

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 SUNBIRD GDNS, EPPING VIC 3076	16\PS414236	1553384	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$193.68

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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.

INFORMATION



YARRA VALLEY WATER
ABN 93 066 902 501

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Mitcham Victoria 3132

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yvw.com.au

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: 1553384

Address: 15 SUNBIRD GDNS, EPPING VIC 3076

Water Information Statement Number: 31003243

HOW TO PAY



Biller Code: 314567
Ref: 80205300000

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Land Tax



INFOTRACK / CONVEYED

Your Reference:	1423
Certificate No:	95044384
Issue Date:	14 JAN 2026
Enquiries:	ESYSPROD

Land Address: 15 SUNBIRD GARDENS EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26860836	16	414236	10407	66	\$1,590.00

Vendor: KAREN ROY & JOHN ESTANDARTE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
KAREN PADILLA ROY	2026	\$380,000	\$1,590.00	\$1,590.00

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

Current Vacant Residential Land Tax	Year Taxable Value (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):	\$380,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,590.00



Notes to Certificate - Land Tax

Certificate No: 95044384

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 = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$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



Biller Code: 5249
Ref: 95044384

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: 95044384

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 / CONVEYED

Your Reference:	1423
Certificate No:	95044384
Issue Date:	14 JAN 2026
Enquires:	ESYSPROD

Land Address: 15 SUNBIRD GARDENS EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26860836	16	414236	10407	66	\$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
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SITE VALUE:	\$380,000
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CURRENT CIPT CHARGE:	\$0.00
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Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95044384

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 / CONVEYED

Your Reference:	1423
Certificate No:	95044384
Issue Date:	14 JAN 2026

Land Address: 15 SUNBIRD GARDENS EPPING VIC 3076

Lot	Plan	Volume	Folio
16	414236	10407	66

Vendor: KAREN ROY & JOHN ESTANDARTE

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: 95044384

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: 95044384

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: 95044384

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.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Conveyed C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 781885

NO PROPOSALS. As at the 14th January 2026, 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®.

15 SUNBIRD GARDENS, EPPING 3076
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 January 2026

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79339646 - 79339646152204 '781885'

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 15 SUNBIRD GARDENS
SUBURB: EPPING
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 182 Reference D11
DATE OF SEARCH: 14th January 2026

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>

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Just Inspections

Building Inspection Service

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ABN 23687620631



REPORT ON DOMESTIC BUILDING WORK

SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

Report Details

Report Date	14 Jan 2026
Structure At	15 Sunbird Gardens, Epping VIC 3076, Australia
Document Prepared By	Bradley Magocha
Licence Number	PE0002781 Registered Professional Engineer

Client Details

Contact	Karen Roy
Address	15 Sunbird Gardens, Epping VIC 3076, Australia
Contact Phone	0469921012

Weather Details**Cloudy**

Temperature (Low / High)	14.4°C / 25.3°C
Humidity	67%
Wind Speed	14.65km/h
Wind Direction	S

1 Inspection Details

Construction

Main Building Floor Construction

Slab-on-ground

Floor Material(s)

Concrete

Pier Material(s)

Not applicable

Fixed Appliances

Used

Services & Utilities

- Electricity
- Gas (natural)
- Sewerage
- Storm water drainage
- Water (mains)

Site Details

Site Description

Domestic building site with private dwelling

Site Slope

Gentle

Paving

Adequate

Trees

A few closer than mature height would allow.

(As a general rule trees should be no closer to a building than their mature height).

Areas Inaccessible at Time of Inspection

-

Condition & Status of Incomplete Works

-

List of Defects

-

General Notes

Dwelling painted throughout.

No compliance certificates.

Existing rough ins for plumbing works.

Wall Material(s)

Brick veneer

Roof Material(s)

Concrete tile

Smoke Alarm

In place, not tested

Site Location

South side of the street

Site Drainage

Adequate

Boundary Fence

Damaged section at rear of the property.

General wear and tear noted throughout the dwelling.

Water meter was turned off from the main, no apparent leaks were noted at the areas inspected. Only existing water in lines and runoff was able to be tested.

There appears to be issues with the shower plumbing. Shower handles failed, cannot turn off water when in operation. Shower unable to be tested.

All works appear to adequate to the external elements inspected.

Disclaimer

We have only inspected areas as instructed by the client. Any defects listed in the Owner Builder Report we recommend engaging a licensed tradesman eg carpenter, plumber, electrician, etc to provide further advice. The report is not a warranty against problems developing with the building in the present or near future. The Owner-Builder states that no secondhand materials have been used in the project(s).

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2 Detail Report: Internal

Inspected Area Kitchen

Floor Pre-existing. Not included in this report.

Floor tiles Pre-existing. Not included in this report

Walls Pre-existing. Not included in this report

Wall tiles There are no defects visible or evident in the wall-tiles

Ceiling Pre-existing. Not included in this report

Joinery There are no defects visible or evident in the joinery

Plumbing fixtures There are no defects visible or evident in the plumbing fixtures

Electrical • Ceiling light appears that one led is not working.

Photos of Inspected Area





Inspected Area Bathroom

Floor Pre-existing. Not included in this report.

Floor tiles There are no defects visible or evident in the floor tiles

Walls • Paintwork around splashbacks is flakey

Wall tiles There are no defects visible or evident in the wall-tiles

Ceiling Pre-existing. Not included in this report

Doors (Internal) Pre-existing. Not included in this report

Joinery There are no defects visible or evident in the joinery

Plumbing fixtures • Water cannot be tested in bathroom area.

Electrical Pre-existing. Not included in this report

Photos of Inspected Area

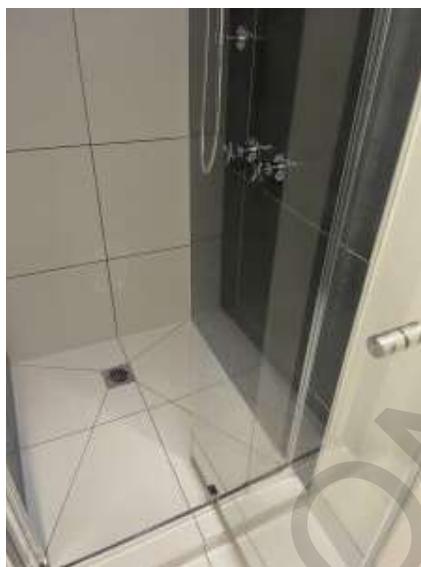


INFORMATION ONLY



Taps not turning to off.

INFORMATION ONLY



3 Detail Report: External

Inspected Area

Fence

Walls (External) • There are no defects noted in the new fence timbers.

Posts There are no major defects visible or evident in the supporting posts

Photos of Inspected Area





INFORMATION ONLY



Inspected Area

Deck

Landing There are no defects visible or evident in the Landing

Stumps There are no defects evident in the visible stumps

Subfloor ventilation The sub-floor ventilation complies with current Building Regulations

Subfloor dampness There is no evidence of sub-floor dampness

Subfloor frame There are no defects evident in the visible sub-floor frame

Photos of Inspected Area



External latch not latching.





Inspected Area

Retaining Wall

Photos of Inspected Area



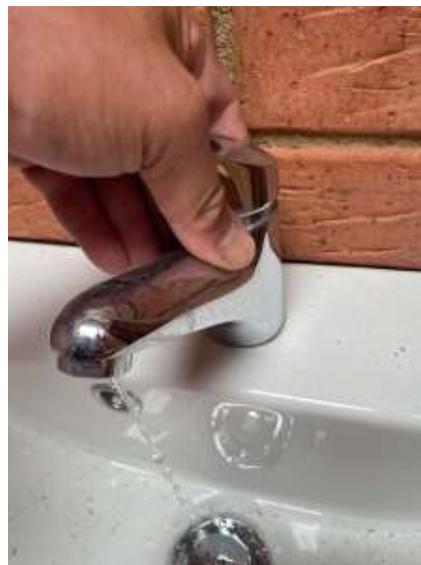
Inspected Area

Dwelling

Photos of Inspected Area



Loose toilet seat



Loose water fixture



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4 Conditions, Assumptions & Limitations

- This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
- This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
- The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections – Residential buildings (hereafter referred to as “AS 4349.1”) except to the extent specifically varied herein.
- The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein. It is not a guarantee that works are free from latent or other defects.
- The inspection is not a standard property inspection within the meaning of Section 2 of AS 4349.1.
- In the event that the client has requested a verbal report of the inspection from Just Inspections its servants or agents prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
- Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
- The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which Just Inspections its servants or agents had reasonable and safe access, without moving or removing anything.
- No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
- Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
- No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
- No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
- No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
- No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill.

5 Conditions, Assumptions & Limitations (Continued)

- Just Inspections, its servants and agents do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. Just Inspections strongly recommend a specialist pest investigation be carried out.
- No assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.
- No assessment of the matters described in Part 6 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.
- No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.
- No assessment of the siting of the building has been made.
- No assessment of compliance with 4-, 5- or 6-star building regulations has been made.
- No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.
- For the purposes of this Report the definition of 'Defect' is identified and described in Section 137C (1) of the Building Act 1993 and Section 8 of the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.
- The report, with any attached appendices, is copyright and remains the property of Just Inspections. No part of this report may be copied or reproduced without the prior written consent of Just Inspections.
- The agreement to carry out the inspection and provide the report is governed by and shall be interpreted in accordance with the laws of the State of Victoria and each party unconditionally submits to the jurisdiction of the Courts of Victoria and any Court competent to hear appeals thereafter.
- In the event that the client has not been advised of, or provided with, these conditions prior to receiving the report then should any or all of the conditions of inspection, service and report not be acceptable to the client, then such advice must be notified to Just Inspections in writing within 3 days of the date of this report, otherwise the client accepts all the conditions.
- — END OF REPORT —

Domestic Building Insurance

Certificate of Insurance

Karen Roy, John Estandarte 15 Sunbird Gdns EPPING VIC 3076	Policy Number: C517262 Policy Inception Date: 02/06/2020 Builder Account Number: 017374
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A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **15 Sunbird Gdns EPPING VIC 3076 Australia**

Carried out by the builder: **RG JACOBS & R JACOBS**

Builder ABN: **53567508306**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

Registered Building Practitioner Name/Number: **Russell Jacobs/DB-U 29414**

For the building owner(s): **Karen Roy, John Estandarte**

Pursuant to a domestic building contract dated: **31/05/2020**

For the contract price of: **\$ 70,290.00**

Type of Cover: **Cover is only provided if the partnership RG JACOBS & R JACOBS has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Banyule BPI

Building Permits & Inspections

Application Number: 202000060

Form 17

Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION**Property Details**

Number: 15	Street/Road: Sunbird Gardens	Suburb: Epping	Postcode: 3076
Lot/s: 16	LP/PS:	Volume:	Folio:
Crown allotment:	Section: No	Parish:	County:
Municipal District: Whittlesea City Council			

Nature of Works: **Additions and Alterations to Dwelling**

Inspection Type	Approved Date
Piers	12/06/2020
Pre Slab	16/06/2020
Steel Reinforcement	17/06/2020
Framework	25/06/2020
Final	11/08/2020

Building permit details

Building permit number: **BS-U 1363/7090353674473**
Version of BCA applicable to building permit: **2019**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling Extension	Domestic Use	1ai

Directions to fix building workAll directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.**Relevant building surveyor**

Name:	Danny Hick
Address:	Level 3, 1 Flintoff Street, Greensborough VIC 3088
Email:	inspections@banyulebpi.com.au
Building practitioner registration no.:	BS-U 1363
Municipal district name:	Whittlesea City Council
Certificate no.	BS-U 1363/7090353674473
Date of issue:	11 August 2020

Signature:



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