

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 5 YELLOWBOX Drive CRAIGIEBURN VIC 3064

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR on/...../20.....

Print name of person signing ANDREW ANTONIOUS YAMOUNI

State nature of authority if applicable: as a director of ANDCAR GISCELANT INVESTMENTS PTY LTD

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

31

Section

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts RATA & Co

Tel: Fax: Ref: JIM VLAHOS Email: sold@rataandco.com.au

VENDOR

ANDCAR GISCELANT INVESTMENTS PTY LTD

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/33181 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11076/646	4	PS 539011Q

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
5 Yellowbox Drive Craigieburn Vic 3064

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

NIL – VACANT LAND

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		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)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

1. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and

adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

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 applies.

10. GC 28 – special condition

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

INFORMATION ONLY

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

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 in the header 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 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. 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 lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

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

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

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

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

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

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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 lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a 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
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgment network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgment network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled 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.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	ANDCAR GISCELANT INVESTMENTS PTY LTD
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Property:	5 YELLOWBOX Drive CRAIGIEBURN VIC 3064
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VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/33181

SECTION 32 STATEMENT
5 YELLOWBOX DRIVE CRAIGIEBURN VIC 3064

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$ 5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
5 YELLOWBOX DRIVE CRAIGIEBURN VIC 3064

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: HUME PLANNING SCHEME
Responsible Authority: HUME CITY COUNCIL
Zoning: IN3Z - Industrial 3 Zone
Planning Overlay/s: See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
5 YELLOWBOX DRIVE CRAIGIEBURN VIC 3064

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
5 YELLOWBOX DRIVE CRAIGIEBURN VIC 3064

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

ANDREW ANTONIOUS YAMOUNI

as a director of ANDCAR GISCELANT INVESTMENTS PTY LTD

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient:

Property address: 5 YellowBox Drive Craigieburn Victoria 3064

Lot no.: **Plan of subdivision:**

[Cross out whichever is not applicable]

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

OR

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

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: *Thursday, 5 December 2019*

Vendor/supplier ABN: _____

From: Vendor/supplier:

Dated: 24/07/2024

Signed by or on behalf of the vendor/supplier: Andrew Gamouni

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
 Yes / No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
 Yes / No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
 Yes / No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
 Yes / No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
 Yes / No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
 Yes / No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
 Yes / No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials. Yes / No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
 Yes / No. If Yes, please specify:

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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 11076 FOLIO 646

Security no : 124116933717M
Produced 26/07/2024 10:53 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 539011Q.
PARENT TITLE Volume 11064 Folio 875
Created by instrument PS539011Q 20/06/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANDCAR GISCELANT INVESTMENTS PTY LTD of 11 ABBOTT STREET BALWYN NORTH VIC
3104
AM919489P 07/07/2016

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AF977912N 18/07/2008

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AF905773G 16/06/2008

DIAGRAM LOCATION

SEE PS539011Q 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: 5 YELLOWBOX DRIVE CRAIGIEBURN VIC 3064

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS539011Q
Number of Pages (excluding this cover sheet)	9
Document Assembled	26/07/2024 10:55

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PLAN OF SUBDIVISION	STAGE No X	LRS USE ONLY EDITION 20	PLAN NUMBER PS 539011Q
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LOCATION OF LAND

PARISH: YUROKE
COUNTY: BOURKE
SECTION: -
CROWN ALLOTMENT: -
CROWN PORTION: (15 (PART))
LRS BASE RECORD:
TITLE REFERENCES: VOL FOL

LAST PLAN REFERENCE/S: LOT2 ON PS545224M
POSTAL ADDRESS: 275 HUME HIGHWAY
(At time of subdivision) CRAIGIEBURN 3064

AMG Co-ordinates (of approx centre of land in plan)
E 318 350 ZONE: 55
N 5 834 550

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: HUME CITY COUNCIL REF: 54772

- This plan is certified under Section 6 of the Subdivision Act 1988
- This plan is certified under Section 11(7) of the Subdivision Act 1988
Date of original certification under Section 6 10/2/06
- 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 / /

Re-certified under Section 11(7) of the Subdivision Act 1988
Council Delegate _____
Council Seal _____
Date 5/6/08

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
R-1	HUME CITY COUNCIL
R-2	VICROADS
RESERVE No.2	HUME CITY COUNCIL
RESERVE No.3	HUME CITY COUNCIL
RESERVE No.4	HUME CITY COUNCIL
RESERVE No.5	HUME CITY COUNCIL
RESERVE No.6	HUME CITY COUNCIL
RESERVE No.7	HUME CITY COUNCIL
RESERVE No.8	HUME CITY COUNCIL

NOTATIONS

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

DEPTH LIMITATION

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES. APPURTENANT EASEMENT OF SUPPORT (OF ADJOINING STRUCTURE BY CONCRETE PANEL WALL AND FOOTINGS) IN FAVOUR OF LOT 92 ON THIS PLAN HAS BEEN CREATED BY PS626137G.
APPURTENANT EASEMENT OF SUPPORT (OF FOUNDATIONS TO WALLS AND CEILINGS) IN FAVOUR OF LOT 58 ON THIS PLAN HAS BEEN CREATED IN PS623354P.
EASEMENT OF SUPPORT IN FAVOUR OF LOT 6 HEREIN HAS BEEN CREATED IN PS711133R.
APPURTENANT SUPPORT EASEMENT IN FAVOUR OF LOT 95 ON THIS PLAN HAS BEEN CREATED BY AL791451G
APPURTENANT PARTY WALL EASEMENTS
IN FAVOUR OF LOTS 45 & 52 ON THIS PLAN HAVE BEEN CREATED BY PS627127E
IN FAVOUR OF LOT 9 ON THIS PLAN HAS BEEN CREATED BY PS718327P
IN FAVOUR OF LOT 18 ON THIS PLAN HAS BEEN CREATED BY PS735507Q
IN FAVOUR OF LOT 84 ON THIS PLAN HAS BEEN CREATED BY AM337533H
IN FAVOUR OF LOT 16 ON THIS PLAN HAS BEEN CREATED BY AR019096K

****TO PROVIDE STRUCTURAL SUPPORT THROUGH FOUNDATIONS AND COLUMNS TO WALLS, FLOORS AND CEILINGS OF THE ERECTED OR PROPOSED BUILDING ON THE LAND BENEFITED.**
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

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1,E-2,E-3 E-5,E-8,E-17	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-1,E-2,E-5 E-8,E-17	DRAINAGE AND FLOODWAY	SEE PLAN	THIS PLAN	MELBOURNE WATER
E-4	SEWERAGE	3m	THIS PLAN	YARRA VALLEY WATER
E-5	SEWERAGE	3m	THIS PLAN	YARRA VALLEY WATER
E-6	ELECTRICITY	1.5	THIS PLAN	ALINTA
E-7	ELECTRICITY	1.5	THIS PLAN	ALINTA
E-8	WATER	2	THIS PLAN	YARRA VALLEY WATER
E-9	ELECTRICITY	SEE PLAN	THIS PLAN	ALINTA
E-10	SUPPORT **See definition hereon	0.15	AG818235N	LOT 73 ON THIS PLAN
E-11	PARTY WALL	0.15	AH 63545T	LOT 105 ON THIS PLAN
E-12	PARTY WALL	0.15	AJ230973Y	LOT 77 ON THIS PLAN
E-13	PARTY WALL	0.15	AK410508S	LOT 11 ON THIS PLAN
E-14	PARTY WALL	0.15	AK410509Q	LOT 10 ON THIS PLAN
E-15	SUPPORT	0.15	AK756384C	LOT 69 ON THIS PLAN
E-16,E-17	SEWERAGE	SEE PLAN	AK842233V	YARRA VALLER WATER CORPORATION
E-18	PARTY WALL	0.08	AL297826T	LOT13 ON THIS PLAN
E-19	PARTY WALL	0.30	AM034309C	LOT 39 ON THIS PLAN
E-20	PARTY WALL	0.20	AT701147Y	VOL. 12243 FOL 863

LRS USE ONLY

STATEMENT OF COMPLIANCE EXEMPTION STATEMENT

RECEIVED

DATE 19/6/08

LRS USE ONLY

PLAN REGISTERED
TIME 2:54
DATE 20/6/08

[Signature]
Assistant Registrar of Titles

SHEET 1 OF 7 SHEETS

SURVEY KING
200 ALEXANDRA PARADE
FITZROY 3065
Ph: 9418 3904
Fax: 9418 3906

LICENSED SURVEYOR (PRINT) JOHN MULDOWNEY

SIGNATURE _____ DATE / /

REF 2532PS VERSION II

DATE / /

COUNCIL DELEGATE SIGNATURE

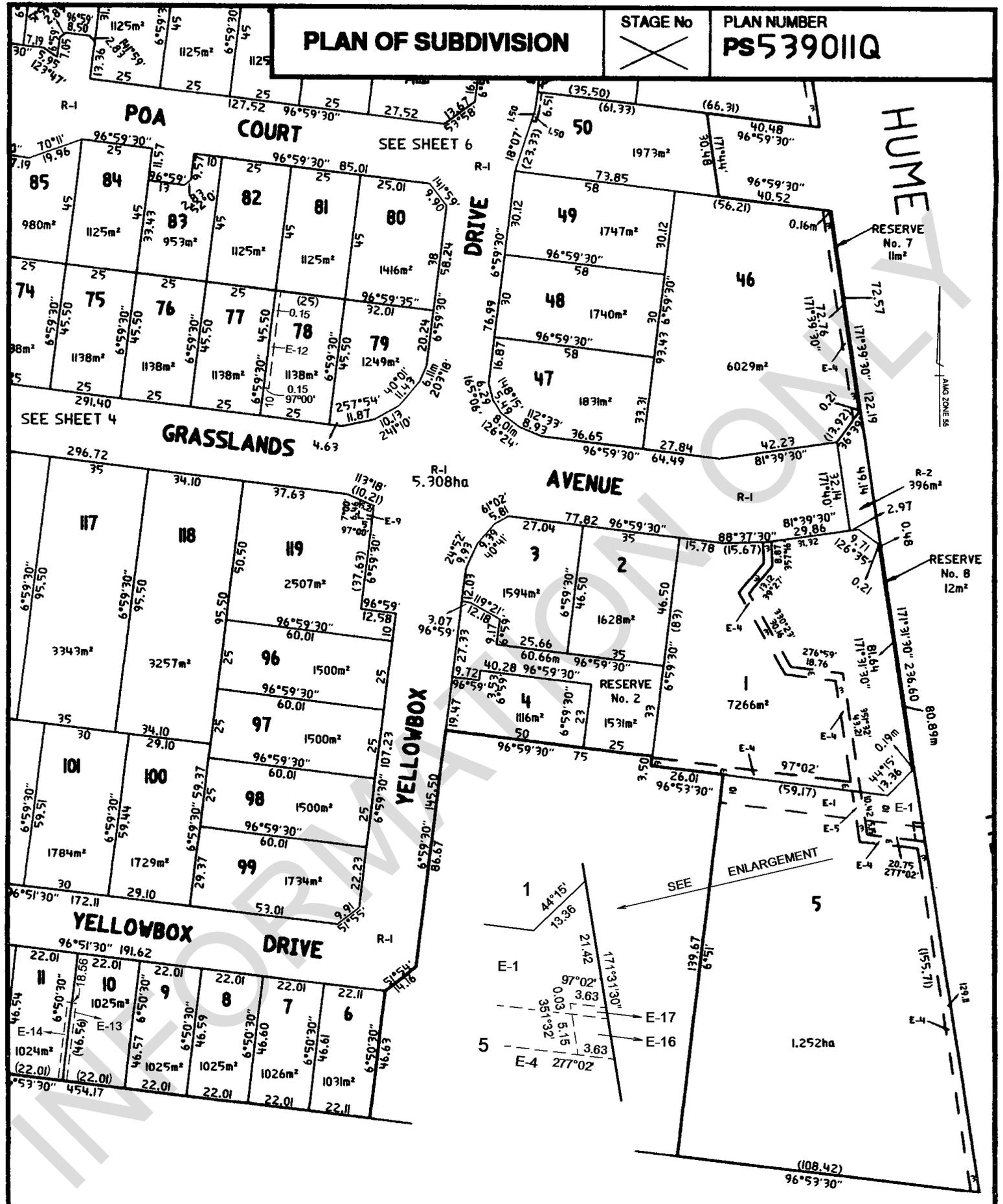
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PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS539011Q



HUME

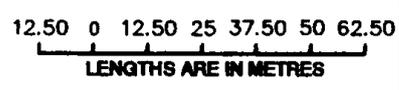


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 SCALE | SHEET SIZE
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SHEET 3 OF 7 SHEETS
 DATE / /
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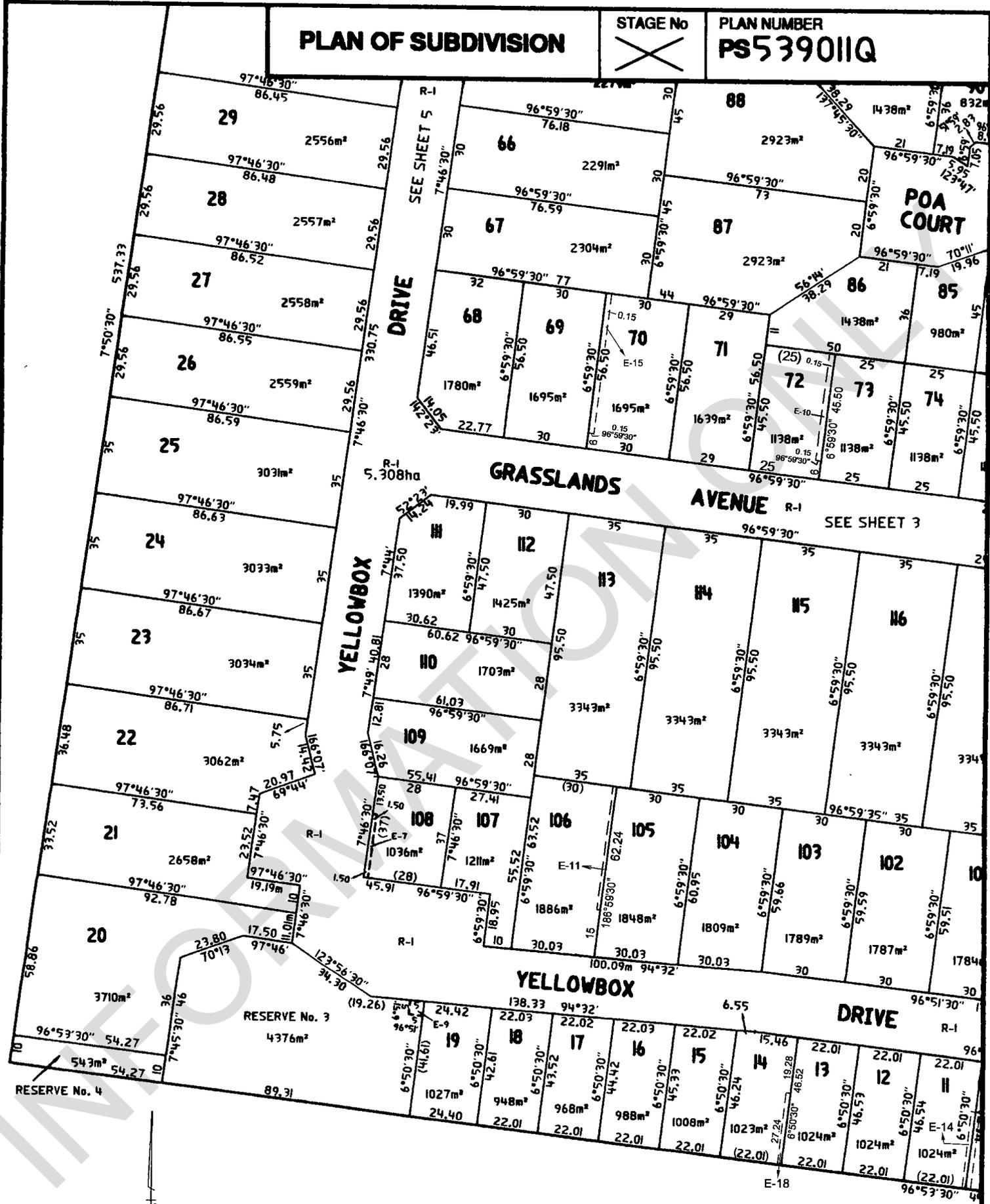
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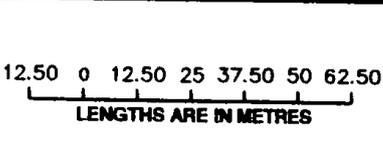


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 REF 2532PS VERSION II

SHEET 4 OF 7 SHEETS
 DATE / /
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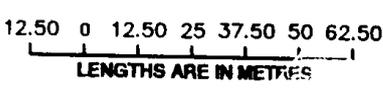
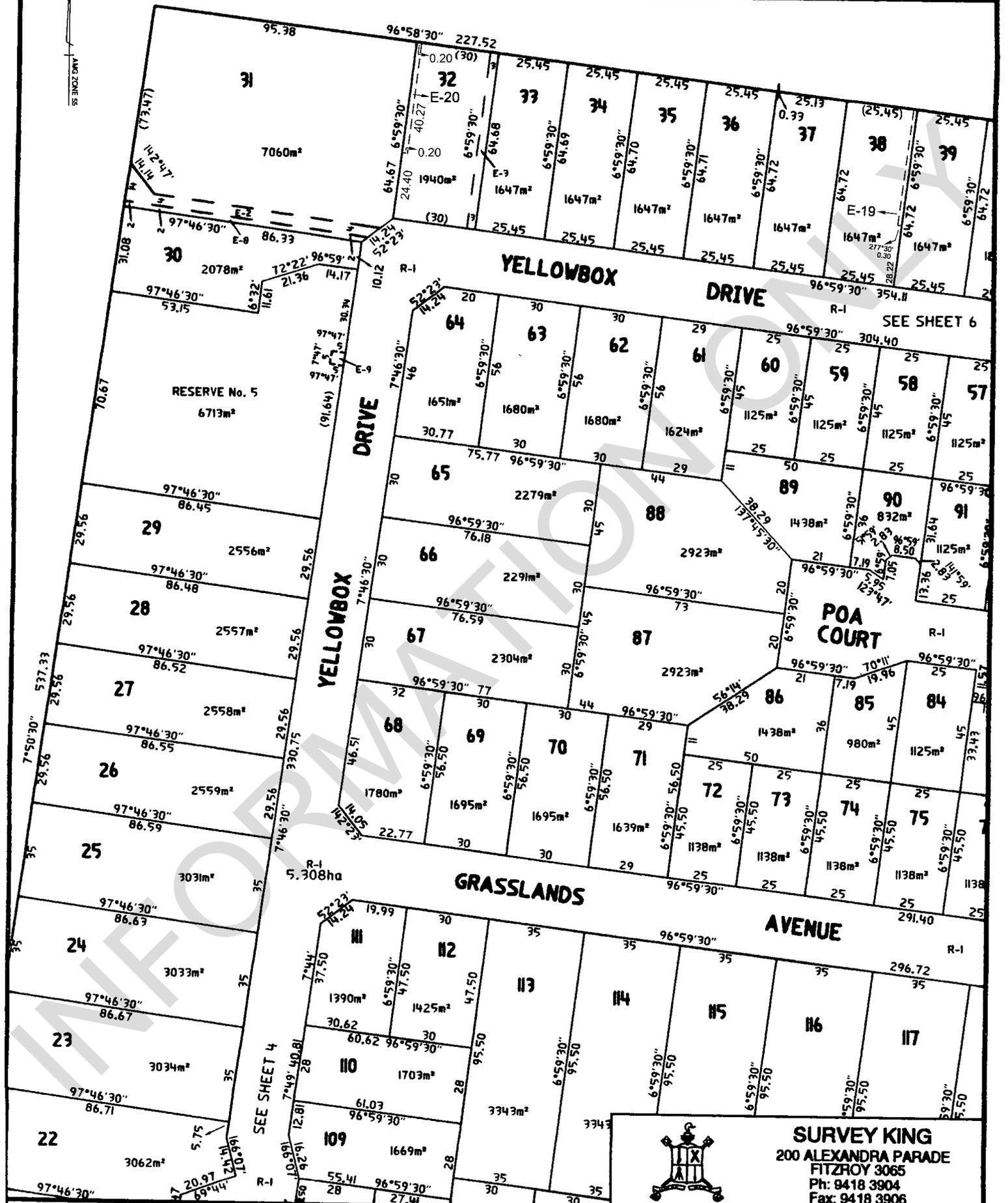
PLAN OF SUBDIVISION

STAGE No



PLAN NUMBER

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SCALE SHEET SIZE
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LICENSED SURVEYOR(PRINT) **JOHN MULDOWNEY**
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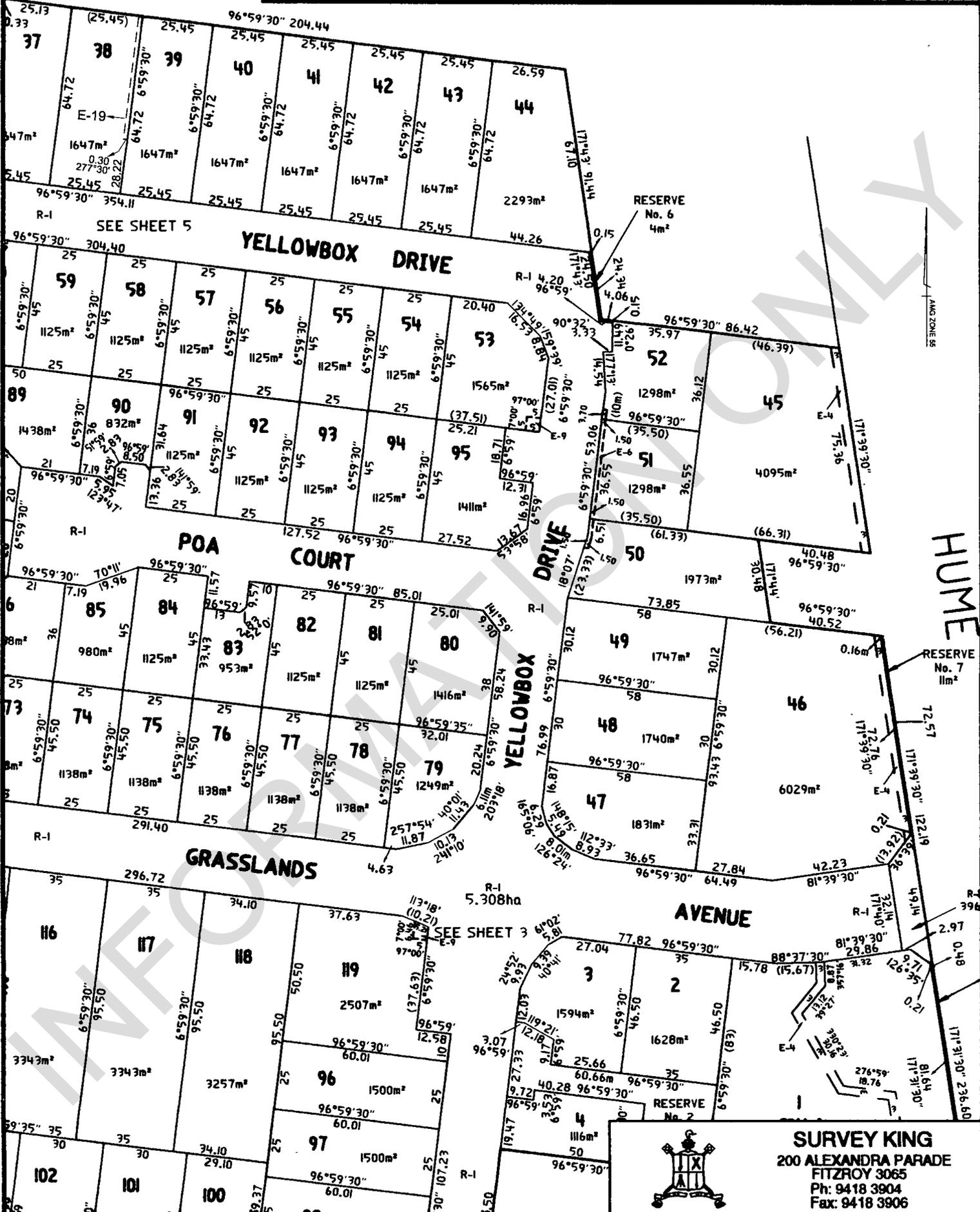
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FITZROY 3065
Ph: 9418 3904
Fax: 9418 3906

SHEET 5 OF 7 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

STAGE No

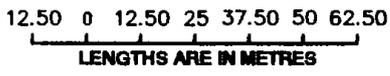

PLAN NUMBER
PS539011Q



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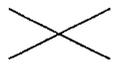
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 1:1250 A3
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 SIGNATURE DATE / /
 REF 2532PS VERSION II

SHEET 6 OF 7 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No



PLAN NUMBER

PS539011Q

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT LOTS 1, 5, 45, 88 & 89 ON THIS PLAN
LAND TO BE BURDENED LOTS 1, 5, 45, 88 & 89 ON THIS PLAN
DESCRIPTION OF RESTRICTION THE REGISTERED PROPRIETOR/S FOR THE TIME BEING OF LOTS 1, 5, 45, 88 & 89 ON THIS PLAN SHALL CONFORM WITH TERM 2 1 SET OUT IN SECTION 173 AGREEMENT ON THE LAND WITHIN THE AREA SHOWN THUS  IN THE SCHEDULE

CREATION OF RESTRICTION

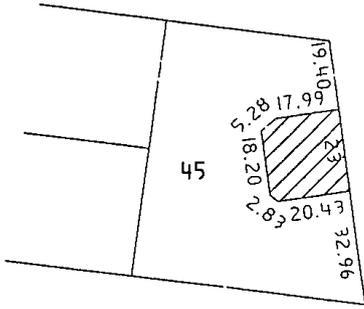
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED

LAND TO BENEFIT LOTS 20, 21, 22, 53, 95, 107, 108 & 119 ON THIS PLAN
LAND TO BE BURDENED LOTS 20, 21, 22, 53, 95, 107, 108 & 119 ON THIS PLAN
DESCRIPTION OF RESTRICTION THE REGISTERED PROPRIETOR/S FOR THE TIME BEING OF LOTS 20, 21, 22, 53, 95, 107, 108 & 119 ON THIS PLAN SHALL CONFORM WITH TERM 2 2 SET OUT IN SECTION 173 AGREEMENT ON THE LAND WITHIN THE AREA SHOWN THUS  IN THE SCHEDULE

CREATION OF RESTRICTION

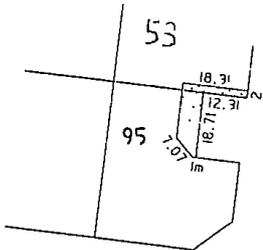
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED

LAND TO BENEFIT LOTS 20, 21, 22, 107, 108 & 119 ON THIS PLAN
LAND TO BE BURDENED LOTS 20, 21, 22, 107, 108 & 119 ON THIS PLAN
DESCRIPTION OF RESTRICTION THE REGISTERED PROPRIETOR/S FOR THE TIME BEING OF LOTS 20, 21, 22, 107, 108 & 119 ON THIS PLAN SHALL CONFORM WITH TERM 2 3 SET OUT IN SECTION 173 AGREEMENT ON THE LAND WITHIN THE AREA SHOWN THUS  IN THE SCHEDULE

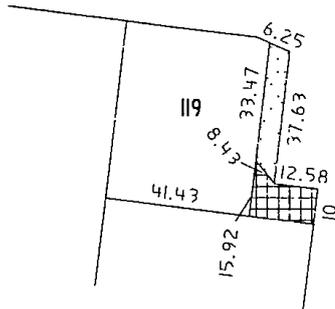


SCHEDULE

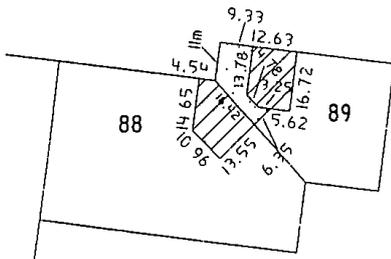
- LEGEND**
-  TREE PROTECTION ZONE
 -  POROUS CARPARKING AREA
 -  DRIVEWAY/LANDSCAPING AREA



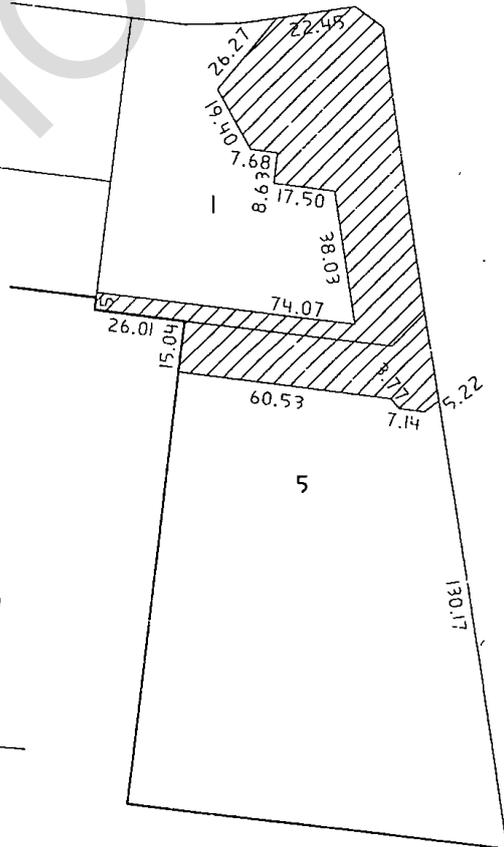
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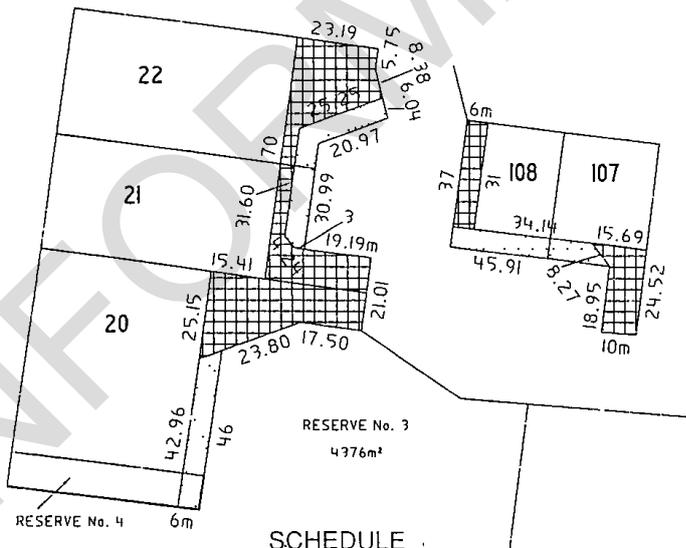
SCHEDULE



SCHEDULE



SCHEDULE



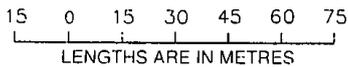
SCHEDULE

RESERVE No. 3
4376m²

RESERVE No. 4
6m

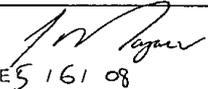


SURVEY KING
 200 ALEXANDRA PARADE
 FITZROY 3065
 Ph: 9418 3904
 Fax: 9418 3906



ORIGINAL
 SCALE SHEET
 1:1500 SIZE
 A3

LICENSED SURVEYOR(PRINT) JOHN MULDOWNEY
 SIGNATURE 
 REF 2532PS DATE 21/6/08
 VERSION II

SHEET 7 OF 7 SHEETS
 DATE 5/6/08
 COUNCIL DELEGATE SIGNATURE 

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS539011Q

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 45, 51 & 52		APPURTENANT EASEMENT NOTATION ADDED	PS627127E	8/9/09	2	RH
LOT 72	E-10	CREATION OF EASEMENT	AG818235N	14/12/09	3	N.L.H.
LOT 106	E-11	CREATION OF EASEMENT	AH63545T	25/2/10	4	RJS
LOTS 56 & 92		APPURTENANT EASEMENT NOTATION ADDED	PS626137G	8/6/10	5	N. NG
LOTS 58 & 59		APPURTENANT EASEMENT NOTATION ADDED	PS623354P	1/9/10	6	D.P.
LOT 106		RECTIFICATION	AH666958E	10/12/10	7	DBR
LOT 78	E-12	CREATION OF EASEMENT	AJ230973Y	3/10/11	8	JK
LOT 10	E-13	CREATION OF EASEMENT	AK410508S	20/06/13	9	H.Y.
LOT 11	E-14	CREATION OF EASEMENT	AK410509Q	20/06/13	9	H.Y.
LOT 6	NIL	APPURTENANT EASEMENT	PS711133R	22/08/13	10	D.P.
LOT 70	E-15	CREATION OF EASEMENT	AK756384C	03/12/13	11	C.G.
LOT 5	E-16 & E-17	CREATION OF EASEMENT	AK842233V	31/1/14	12	HJR
LOT 9		APPURTENANT EASEMENT NOTATION ADDED	PS718327P	5/03/14	13	SB
LOT14	E-18	CREATION OF EASEMENT	AL297826T	18/08/14	14	RW
LOT 95		APPURTENANT EASEMENT NOTATION ADDED	AL791451G	01/04/15	15	D.R.
LOT 18		APPURTENANT EASEMENT NOTATION ADDED	PS735507Q	22/04/15	16	LC
LOT 38	E-19	CREATION OF EASEMENT	AM034309C	16/07/15	17	H.Y

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Document Type	Instrument
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APPLICATION FOR RECORDING OF AN AGREEMENT
PLANNING & ENVIRONMENT ACT 1987

Lodged by:



Name: Schetzer Brett & Appel
Phone: 96147000
Address: LVL4 50 Market St
Ref: PN: 080088 Melbourne
Customer Code: 15395



The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume ~~09347~~ ¹¹⁰⁶⁴ Folio ~~128~~ ⁸⁷⁵ *Jan*

Authority: Hume City Council of 1079 Pascoe Vale Road
Broadmeadows 3047

Section and Act under which agreement made: Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Richard Siedlecki

Name of Officer:

RICHARD SIEDLECKI

Date: *26/5/2008*

**AGREEMENT
SECTION 173 PLANNING AND ENVIRONMENT ACT 1987**

THIS AGREEMENT is made the 31st day of March 2008

BETWEEN:

HUME CITY COUNCIL
of 1079 Pascoe Vale Road Broadmeadows
("Council")

AF905773G



-and-

COURTWARE (AUSTRALIA) PTY LTD
ABN 47 006 257 647 of 11 Springvale Avenue East St Kilda
("Owner")

BACKGROUND:

- A. The Owner is registered or entitled to be registered as the proprietor of the land at 247 Hume Highway Craigieburn being the whole of the land more particularly described in Certificate of Title Volume ~~00347~~ Folio ~~126~~ ("Site").
11064 875
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 for the Hume Planning Scheme ("Planning Scheme").
- C. The Council issued Planning Permit No. P9766 ("Permit") pursuant to the Planning Scheme for the development of the Site in accordance with Plans endorsed by Council.
- D. The Owner has agreed with the Council to enter into this Agreement concerning the development of the Site in accordance with the Permit.
- E. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.

AGREEMENT BY THE PARTIES:

1. INTERPRETATION

In this Agreement, unless inconsistent with the context or subject matter:

- 1.1 This comes into operation on the date of this Agreement.
- 1.2 The Owner's obligations set out in this Agreement are made by the Owner on the Owner's behalf and on behalf of the Owner from time to time of the Site and each part of the Site.
- 1.3 "Act" means the *Planning and Environment Act 1987*.
- 1.4 "Building" has the same meaning as in the Act and includes dwelling and outbuildings.
- 1.5 "Owner" means the person or persons registered or entitled to be registered by the Registrar of Titles as the proprietor of the Site or any part of the Site.
- 1.6 "Plan" means the plan of subdivision No. 539011Q.

- 1.7 "Site" means the whole of the land more particularly described in Certificate of Title Volume ~~00347~~ Folio ~~126~~
11064 875
- 1.8 Words in the singular include the plural and the plural includes the singular.
- 1.9 A reference to any Legislation or Regulation includes a reference to any Legislation or Regulations that amends or replaces that Legislation or Regulation.

2. TERMS

- 2.1 The Owner must ensure that the tree protection areas shown on Lots 1, 5, 45, 88 & 89 on the Plan are maintained in the following condition:
 - a) The trees in the tree protection area are not to be removed without the written consent of the Responsible Authority;
 - b) The trees in the tree protection area are not to be to lopped or pruned unless in accordance with the recommendations of a competent and qualified arborist in accordance with Australian Standard AS4373;
 - c) A layer of organic wood chips or mulch with a thickness no greater than 100mm or extensive understorey planting with indigenous and native plant species must be maintained around each tree in the tree protection zone;
 - d) All retained trees must be subject to remedial arboriculture works as other tree management techniques at commencement and conclusion of the construction of Buildings on these lots. Following conclusion of the construction process, the trees must be annually assessed by a competent and qualified arborist and any recommended remedial works undertaken in accordance with Australian Standard AS4373.
 - e) No materials are to be placed in the tree protection area;
 - f) No signs, stays, guys or other objects are to be attached to trees in tree protection areas;
 - g) No parking or storage of vehicles, machinery or equipment is to occur in the tree protection areas;
 - h) No stormwater or sediment is to be diverted temporarily from or to a tree protection area with the exception of the tree protection area in Lot 5; and
 - i) All excavation outside the tree protection zone in proximity to the protected trees should be inspected by a qualified arborist and any affected roots cut cleanly with a sharp implement.
- 2.2 The porous car parking areas in Lots 20, 21, 22, 53, 95, 107, 108 & 119 on the Plan must be constructed in a porous material and used only for the parking of vehicles.
- 2.3 The areas nominated for driveways/landscaping on Lots 20, 21, 22, 107, 108 & 119 on the Plan must be used solely for driveways, landscaping or a combination of thereof.
- 2.4 All Buildings on Lots 31-44 on the Plan (that share a boundary with the Reserve Bank of Australia Note Printing Works) must provide a schedule of external building materials and colours to the satisfaction of the Council for any north elevations of Buildings. Any storage, car parking or loading area that will be visible from the Note Printing Works site must be adequately



screened by solid fencing or landscaping to the satisfaction of the Council.

3. GENERAL MATTERS

3.1 Agreement Pursuant to Act

The parties agree that this Agreement is made pursuant to the provisions of Section 173 of the Act.

3.2 Subsequent Owners Bound

The Owner must not sell, assign, transfer or dispose of any interest in the subject site otherwise than on the basis that any subsequent owner is bound by each of the covenants and agreements then in force and of effect pursuant to this Agreement.

3.3 Further Acts

The parties agree to sign and execute all further documents and agreements and will do all acts and things as the other party may reasonably require to give effect to this Agreement.

3.4 No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

3.5 Severance

If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but will be severed and the other provisions of this Agreement will remain operative.

3.6 Status of Agreement

This Agreement constitutes the whole and entire Agreement between Council and the Owner. This Agreement supersedes any representation, understanding or arrangement given or made orally or in writing by any party to the other prior to the commencement of this Agreement.

3.7 Amendment to Agreement

This Agreement may not be altered or modified except by further agreement in writing signed by each of the parties.

4. DISPUTES

4.1 The parties agree to resolve any dispute by mediation. The parties must jointly appoint a mediator and agree to observe the instructions of



the mediator about the conduct of the mediation.

- 4.2 If any dispute is not resolved by the mediation procedure, then the dispute may be referred by either party to the Victorian Civil and Administrative Tribunal.

5. CONSENT OF ANY MORTGAGE

The Owner must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the Site or any part of the Site, such consent must be in a form determined by Council from time to time.

6. REGISTRATION OF AGREEMENT

The Owner must at its expense do all such acts, matters and things including, but not limited to the signing of all documents as may be necessary or expedient to assist Council to register this Agreement at the Land Registry pursuant to Section 181 of the Act.

7. CANCELLATION OF AGREEMENT

Subject to the Owner completing all of the obligations imposed on it by this Agreement, Council agrees upon completion of those obligations and at the Owner's request and expense, to sign all documents necessary to cancel this Agreement and remove the Agreement as an encumbrance from the title to the Site.

8. LEGAL COSTS

The Owner must pay all reasonable legal costs incurred by the Council in the negotiation preparation completion and execution of this Agreement including but not limited to:

- 8.1 The enforcement of the terms of the Agreement;
- 8.2 The registration of this Agreement; and
- 8.3 The cancellation of this Agreement.

AF905773G

16/06/2008 \$97 173



SIGNED BY THE PARTIES AS AN AGREEMENT

AF905773G

16/06/2008 \$97 173



THE COMMON SEAL of HUME CITY COUNCIL was hereunto affixed in accordance with its Articles of Association and in the presence of:

Councillor Chief Executive Officer
Full name Full name
Current address Current Address

EXECUTED by COURTWARE (AUSTRALIA) PTY LTD in accordance with Section 127 of the Corporations Act and in the presence of:

Director Director/Secretary
LEON TUGENDHAFF RITA TUGENDHAFF
Full Name of Director Full Name of Director/Secretary

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 23/5/08 in the presence of: COUNCILLOR CHIEF EXECUTIVE OFFICER



From www.planning.vic.gov.au at 26 July 2024 04:03 PM

PROPERTY DETAILS

Address: **5 YELLOWBOX DRIVE CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 4 PS539011**
Standard Parcel Identifier (SPI): **4\PS539011**
Local Government Area (Council): **HUME**
Council Property Number: **665780**
Planning Scheme: **Hume**
Directory Reference: **Melway 180 D2**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

OTHER

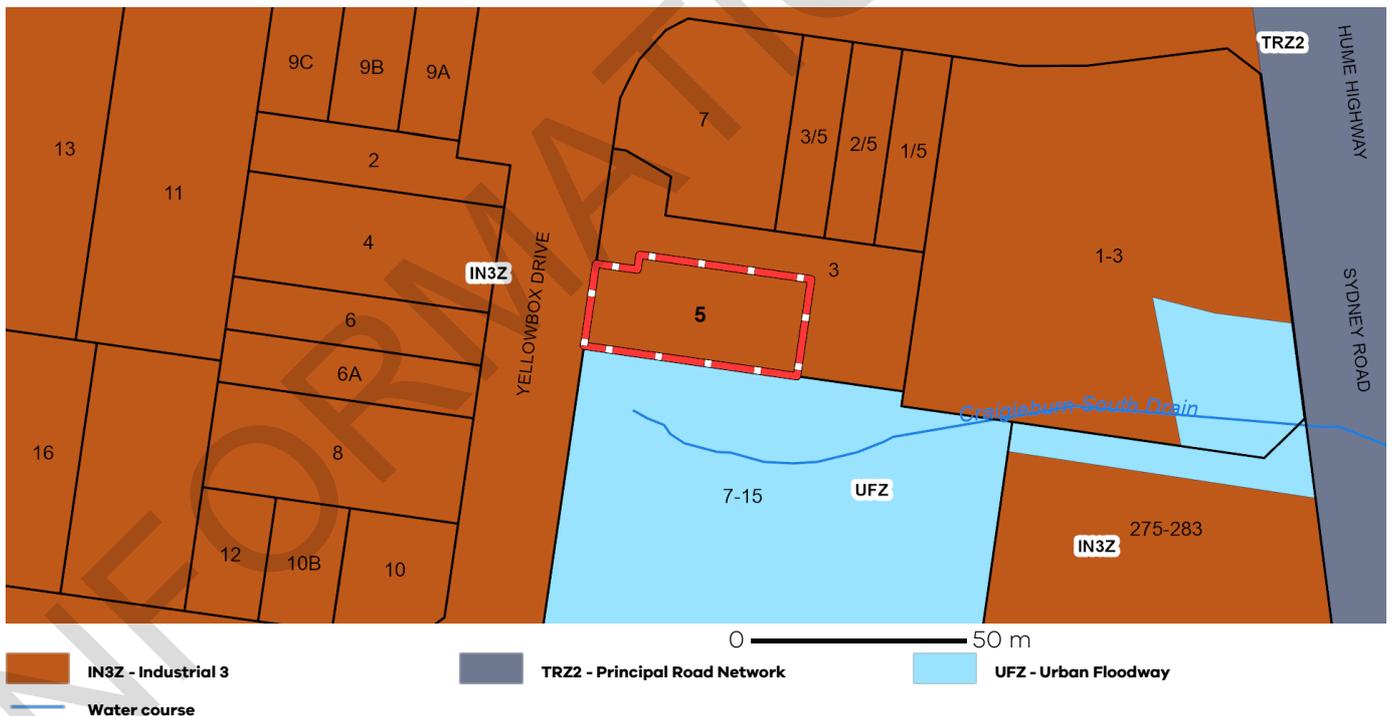
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[INDUSTRIAL 3 ZONE \(IN3Z\)](#)

[SCHEDULE TO THE INDUSTRIAL 3 ZONE \(IN3Z\)](#)



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

Planning Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

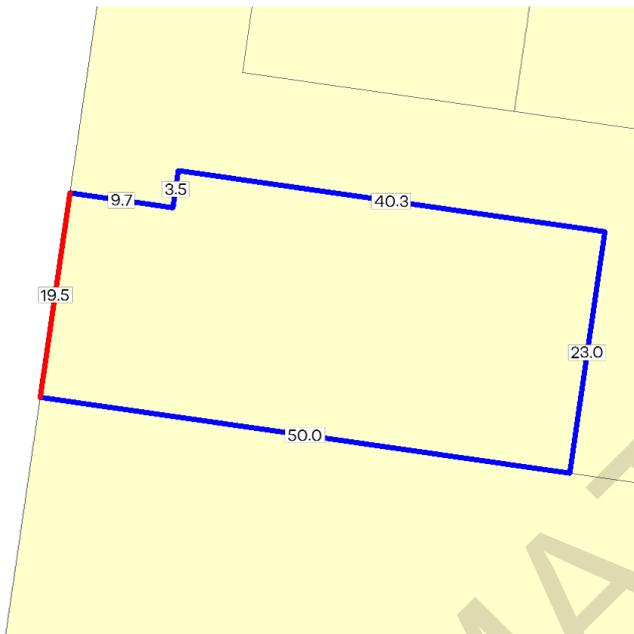
PROPERTY DETAILS

Address: **5 YELLOWBOX DRIVE CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 4 PS539011**
Standard Parcel Identifier (SPI): **4\PS539011**
Local Government Area (Council): **HUME**
Council Property Number: **665780**
Directory Reference: **Melway 180 D2**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 1115 sq. m

Perimeter: 146 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Water course

Rates and charges instalment notice

For the period 1 July 2023 to 30 June 2024
Enquiries: 9205 2200



ANDCAR GISCELANT INVESTMENTS PTY LTD
11 ABBOTT ST
BALWYN NORTH VIC 3104

PROPERTY NUMBER: 665780
PAYMENT REFERENCE: 9650169
DATE OF ISSUE: 24/01/2024



For emailed notices:
hume.enotices.com.au
Reference: 671BC0729Z

030
R0_652560

PROPERTY DETAILS

5 YELLOWBOX DR CRAIGIEBURN VIC 3064
Lot 4 PS 539011Q Vol 11076 Fol 646
Owner Details: ANDCAR GISCELANT INVESTMENTS PTY LTD

Site Value

\$610,000

Capital Improved Value

\$610,000

Net Annual Value

\$30,500

Level of Value Date: 01/01/2023
Date Adopted for Rating Purposes: 01/07/2023

INSTALMENT AMOUNT DUE

\$1,927.83

DUE DATE

29/02/2024

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am-5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

RATES AND CHARGES

Overdue Amount	\$1,446.83
3rd Instalment	\$481.00
TOTAL PAYABLE BY 29.02.2024	\$1,927.83

This notice includes payments made to 24/01/2024



If you wish to make a payment arrangement or are experiencing financial difficulty please visit Council's website www.hume.vic.gov.au/rates for further information.

Scan here to pay



HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (BPAY View Registration No: 9650169)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9650169



DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account



POST BILLPAY
BILLPAY CODE: 0862
REF: 9650 169



IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.



*862 9650169



MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

IMPORTANT INFORMATION FOR RATEPAYERS

PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or advise of extreme financial hardship, complete our online application form at hume.vic.gov.au/rates or call the Rates team on 9205 2200.

ELECTRONIC DELIVERY OF RATES NOTICES

Future rate and instalment notices can be sent direct to your nominated email address, you can register for this service at hume.enotices.com.au or arrange them to be sent to your online banking account through bpay.com.au/bpayview

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at hume.vic.gov.au/rates

Language Support

Support is available in a variety of languages to better support our proudly diverse community.



hume.vic.gov.au/translate



PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

PROPERTY LOCATION 5 YELLOWBOX DR CRAIGIEBURN VIC 3064

RATEPAYER ANDCAR GISCELANT INVESTMENTS PTY LTD

PROPERTY NUMBER

665780

INSTALMENT

\$1,927.83



Your quarterly bill



Emailed to: andrew@mctnetwork.com.au
ANDCAR GISCELANT INVESTMENTS PTY LTD ATF
LEBC
11 ABBOTT ST
BALWYN NORTH VIC 3104

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 67 9019 7349
Invoice number 6790 7099 61818
Issue date 19 Jun 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$65.25

Due date
10 Jul 2024

Summary

5 YELLOWBOX DR, CRAIGIEBURN

Property Number 1650 467, PS 539011

Product/Service

Yarra Valley Water Total

Amount

\$0.00

Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water

\$44.15

Parks Charge

\$21.10

TOTAL (GST does not apply)

\$65.25



Important note

Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	\$131.21
Paid/Adjusted	-\$131.21
Balance	\$0.00
Total this Account	+\$65.25
Total Balance	\$65.25



How to pay



*3042 679070996181 8



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **679094344**



BPAY®

Bill code: **344366**
Ref: **679 0197 3498**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **6790 7099 61818**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**

ANDCAR GISCELANT INVESTMENTS PTY LTD
ATF LEBC

Account number	67 9019 7349
Invoice number	6790 7099 61818
Total due	\$65.25
Due date	10 Jul 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum drainage charge of \$44.15.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Other authority charges

Waterways and drainage charge

1 April 2024 - 30 June 2024

This charge, based on a daily rate is collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 April 2024 - 30 June 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yv.com.au/financialhelp.

Contact us

 Enquiries	1300 304 688	For language assistance
 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
 enquiry@yv.com.au		廣東話 1300 921 362
 yv.com.au		Ελληνικά 1300 931 364
 TTY Voice Calls	133 677	普通话 1300 927 363
 Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

N/A

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:
Name: NURI & KIRAZIS
Phone: 9380 1130
Address: 419 LYBON ST EDINBURGH
Ref.:
Customer Code: 1326 L



Privacy Collectio
The information fi
statutory authority
maintaining publi
indexes in the Vic

AF977912N



MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed —

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Volume 1107 Folio 646

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$161,675.00

Transferor: *(full name)*

Courtware(Australia)Pty Ltd (ABN 47 006 257 647)

Transferee: *(full name and address including postcode)*

Edip Pollozhani of 1/1A Main Street Thomastown 3074

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

Approval No. 18170311L

ORDER TO REGISTER

Please register and issue title to

T2

Signed

Cust. Code:



Continued on T2 page 2

STAMP DUTY USE ONLY

Original Land Transfer
Stamped with \$6,332.00
Doc ID 2364443, 18 Jul 2008
SRO Victoria Duty, JRM0

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

AF977912N



“The Transferee for himself his heirs executors administrators and Transferees the registered proprietor or proprietors for the time being of the land hereby transferred does hereby and as a separate Covenant ,covenant with the Transferor and others the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision PS 539011Q and every part or parts thereof(other than the land transferred)THAT:-
The Purchasers shall not :

- (a) Use or permit to be used or allow or permit to be allowed the land hereby transferred to be used for:-
 - (i) The Manufacture of:
 - (A) Chemical fertilizers. synthetic resins or synthetic rubber
 - (B) Ammunition,explosives or fireworks,or
 - (C) Petroleum or coal products
 - (ii) Tanning of leather
 - (iii) Log or timber sawmilling
 - (iv) The collection,dismantling,storage or salvaging of machinery(other than motor vehicles)or any part thereof where the same is carried out other than within the interior of any building erected upon the land
 - (v) Collection and storage of scrap metal unless the scrap metal is kept within a wholly enclosed building
 - (vi) A central mining plant producing asphalt,motar plaster or concrete
 - (vii) Panel beating,motor detailing and/or similar usage and/or
 - (viii) Cafe,takeaway,convenience and/or general store provided that this restriction shall not apply to lots 5,45 and 119 on the said Plan of Subdivision.
- (b) Erect or cause to be erected on the land hereby transferred or any part thereof any building other than a building of which the whole of the walls(save for provision for windows,doors,facias and gables and architectural elements)are constructed of brick,masonry,finished concrete or glass or no more than 30% metal

Dated:

Execution and attestation:

EP +

continued on T2 page 3

Approval No. 18170311L

T2 Page 2



ANNEXURE PAGE

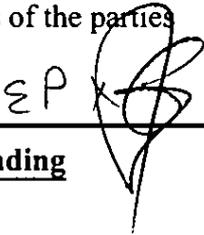
Transfer of Land Act 1958

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This is page 3 of Approved Form T2

dated 8/7/08 between Courtware(Australia)Pty Ltd (ABN 47 006 257 647) to

Signatures of the parties

EP 

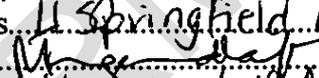
Panel Heading

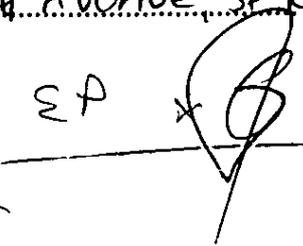
AND IT IS AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said land hereby transferred and every part thereof as an encumbrance affecting the same. The said form of covenant shall be amended as shall be requisite by reason of the sex or the number of purchasers if there be more than one or whether the purchaser is a Corporate Body"

Dated 8th July 2008

Execution and attestation:

Executed by Courtware(Australia)Pty Ltd
(ABN 47 006 257 647) by being signed by
those persons who are authorised to sign for
the Company

Director.....  Full name... Leon Tugendhaft
Usual address... 11 Springfield Avenue, St. Kilda East 3183
Director.....  Full name... Rita Tugendhaft
Usual address... 11 Springfield Avenue, St. Kilda East 3183

Signed by the said Transferee)
in the presence of :) EP 


witness

Approval No. 18170511L

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

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

VENDOR: ANDCAR GISCELANT INVESTMENTS PTY LTD

PROPERTY: 5 YELLOWBOX Drive CRAIGIEBURN

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
 - A. The particulars provided by the Vendors in this Statement are accurate.
 - B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
 - C. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)
.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT/.....20

Signature(s) of the Purchaser

INFORMATION ONLY