HWL EBSWORTH
LAWYERS

Contract of Sale of Real Estate

Property: Unit 1, 40 Lindsay Avenue, Nunawading, Victoria

Merissa Anne Pickford

Ref: DPM:1410360

DOC 1412595960.1

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HWL EBSWORTH
LAWYERS

FORM 1

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD **Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

- 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.

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 that 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 / / 2026

Print name of person signing:

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

Print name of person signing:

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

SIGNED BY THE VENDOR on / / 2026

Print name of person signing:

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

Print name of person signing:

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

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

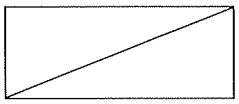
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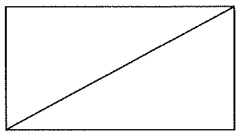
PARTICULARS OF SALE

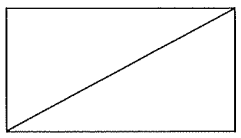
Vendor's Estate Agent	☎ Email: Ref:
Vendor	**Merissa Anne Pickford** of Unit 1, 40 Lindsay Avenue, Nunawading, Victoria
Vendor's Legal Practitioner	**HWL Ebsworth Lawyers** Level 8, 447 Collins Street, Melbourne, Victoria 3000 ☎ : (03) 8644 3500 Email:dmarriott@hwle.com.au Ref: DPM:1410360
Purchaser	of
Purchaser's Legal Practitioner or Conveyancer	of ☎ : Fax: Ref:
Property address	Unit 1, 40 Lindsay Avenue, Nunawading, Victoria
Land	Lot 1 on Plan of Subdivision 748039A being the land more particularly described in Certificate of Title Volume 12147 Folio 108.
Goods (list or attach schedule)	All fixed floor coverings, light fittings, window furnishings, fixtures and fittings subject to Special Condition 9.1.

Payment	**Price**	$	
	Deposit	$	being _____% of the Price, payable on the Day of Sale
	Balance	$	payable at Settlement

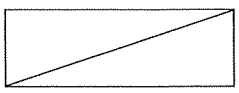
GST (refer to general condition 13)

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

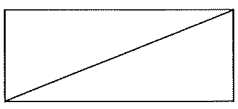
If this is a sale of a 'farming business' or 'going concern' then add the words ' **farming business** ' or ' **going concern** ' in this box 

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

Settlement is due on .....

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 1.1. If ' **subject to lease** ' then particulars of the lease are: Not applicable.

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words ' **terms contract** ' in this box 

and refer to general condition 23 and add any further provisions by way of special conditions

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Loan (refer to general condition 14)

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

Lender: _____

Loan Amount: $ _____

Approval Date: _____/_____/_____

Special conditions

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

special conditions

SCHEDULE

The Purchaser assumes the following encumbrances:

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement; and

2. all rights of the Vendor under this Contract,

('**Encumbrances**').

FORM 2
Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*

(October 2014)

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 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**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 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.

3.2 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.

4. Services

4.1 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.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
(b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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.

7.6 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 7.5 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(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.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 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.

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 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 do 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 the **Sale of Land Act 1962** have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
- (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if 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.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. Loan

14.1 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.

14.2 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 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.

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

15. Adjustments

15.1 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.

15.2 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by:
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) 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**.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
(d) by email.

17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. 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.

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

27.1 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.

27.2 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
   - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
   - 2.2 A copy of all relevant documents.
   - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of $100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
   - (i) to call for further and better particulars in order to make a decision.
   - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

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

Additional Conditions

[*Only to be used and completed at time of signing this Contract if the Vendor and the Purchaser agree to special conditions in addition to **Special Conditions 1** to **22** set out below]

Sale of Land (Public Auctions) Regulations 2014

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

Authority	means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law.
Building Law	means the *Building Act 1993* (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.
Business Day	means a day other than a Saturday, Sunday or public holiday in Melbourne.
Claim	includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so.
Contaminant	means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and '**Contamination**' has a corresponding meaning.
Contract	means this contract of sale of real estate and includes the annexures.
Corporations Act	means the *Corporations Act 2001* (Cth).

Day of Sale	means the date on which this Contract is signed by both the Vendor and the Purchaser.
DDF	means the online form called "Digital Duties Form" generated from the SRO website.
Deposit Interest	means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges.
Due Date	means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.
Environmental Law	means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property.
Goods	means the goods referred to in the Particulars of Sale.
Guarantee and Indemnity	means a guarantee and indemnity in the form of Annexure A.
Insolvency Event	means: (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation: (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings; (ii) the Purchaser enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other

administration involving any of them (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);

(iii) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);

(iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;

(v) the Purchaser is or states that it is insolvent;

(vi) the Purchaser becomes an insolvent under administration as defined in the Corporations Act or action is taken which could result in that event;

(vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;

(viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the Corporations Act;

(ix) execution is levied against the Purchaser and is not satisfied within 30 days; or

(x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or

(b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:

(i) the Purchaser becomes bankrupt;

(ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);

(iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;

(iv) the Purchaser is unable to pay its debts when due;

(v) the Purchaser dies; or

(vi) the Purchaser becomes mentally ill.

Law	includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future).
Object	means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
Outgoings	means all outgoings, costs and expenses paid or payable by the Vendor in relation to the Property including all rates, taxes (other than capital gains or income taxes), assessments, land tax (on a proportional basis), statutory outgoings and owners corporation fees and levies (if any)
Particulars of Sale	means the particulars of sale attached to and forming part of this Contract.
Plan of Subdivision	means Plan of Subdivision 748039A.
Planning Documents	means the planning permits, plans and associated documents relating to the Property which have been disclosed by the Vendor (if any).
Property	means the Land and improvements constructed on the Land as at the Day of Sale and where the context allows, includes the Goods.
Sale of Land Act	means the *Sale of Land Act 1962* (Vic).
Services	means all existing water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities at the Property.
Settlement	means the date the Purchaser accepts title to the Property and pays the Price in full.
Settlement Date	means the date when Settlement occurs.

SRO	means the State Revenue Office of Victoria.
SRO Settlement Statement	means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.
Vendor's Statement	means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is attached in Annexure B.

1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

(a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;

(b) the singular includes the plural and vice versa and words of one gender include the other genders;

(c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;

(d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;

(e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;

(f) 'person' includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);

(g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;

(h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;

(i) a reference to 'include' or 'including' means includes, without limitation, or including, without limitation, respectively;

(j) anything includes each part of it;

(k) any reference to time in this Contract is a reference to time in Melbourne; and

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

2. Variations to General Conditions

2.1 Variations

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

(a) General Conditions 2.2 to 2.7 (inclusive) are deleted.

(b) General Condition 5 is deleted.

(c) General Condition 10.1(b)(i) is amended to read:

'*provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and*'

(d) General Condition 11.1(b) is amended by deleting the words '*if there is no estate agent,*'.

(e) General Condition 11.5 is amended to read:

'For the purposes of this general condition 'authorised deposit taking institution' means a Bank.'

(f) General Condition 12.4 is added:

'12.4 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.'

(g) General Condition 20 is deleted.

(h) The second sentence of General Condition 21 is amended to read:

'The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor.'

(i) General Conditions 24.4 to 24.6 (inclusive) are deleted.

(j) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:

'The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':

(i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;

(ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at $800.00 plus GST for each notice;

(iii) any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and

(iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.'

(k) General Condition 28.4(a) is amended to read as follows:

'an amount equal to 10% of the Price must be forfeited or paid to the vendor as the vendor's absolute property'.

(l) General Condition 28 is amended by including a new paragraph 28.6 as follows:

'Unless the price includes GST, the reference to 'the price' in this General Condition 28 refers to the price plus any GST payable on the price.'

3. Purchaser acknowledgments

3.1 Contract and Vendor's Statement

Prior to the execution of this Contract, the Purchaser acknowledges that:

(a) it received:

(i) a copy of this Contract; and

(ii) a copy of the Vendor's Statement,

before paying any money or signing any document in relation to this sale;

(b) the Purchaser was given an opportunity to read and consider the terms and conditions in this Contract;

(c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this Contract; and

(d) the Vendor or the Vendor's Estate Agent advised the Purchaser that the Purchaser had the right to negotiate the terms of this Contract.

3.2 Loan

The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the Price.

3.3 Further acknowledgments

The Purchaser acknowledges:

(a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;

(b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;

(c) that no information, representation or warranty referred to in Special Condition 3.3(b) has been relied upon by the Purchaser;

(d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and

(e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

4. Deposit

4.1 Payment of Deposit

The Deposit payable under this Contract must be paid to the Vendor's Legal Practitioner who will hold it as stakeholder under the provisions of the Sale of Land Act.

4.2 Investment of Deposit

(a) The Vendor and the Purchaser authorise the Vendor's Legal Practitioner (but it is not obliged) to hold the Deposit in an interest bearing trust account with a bank nominated by the Vendor's Legal Practitioner.

(b) Any Deposit Interest will accrue solely for the benefit of the Vendor.

(c) The Vendor and the Purchaser authorise and direct the Vendor's Legal Practitioner to pay the Deposit Interest to the Vendor immediately following lawful rescission or termination of this Contract;

(d) The Vendor and the Purchaser release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit.

(e) The Purchaser must give the Purchaser's tax file number to the Vendor's Legal Practitioner for the purposes of investing the Deposit within seven days after the Day of Sale.

5. Identity of Land

5.1 Purchaser's Admissions

The Purchaser admits, agrees and accepts that:

(a) the Land is identical with that comprised in the title specified in the Particulars of Sale;

(b) any boundary fence or wall is correctly located on the title boundary of the Land; and

(c) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

6. Condition of property

6.1 Purchaser's Inspection

The Purchaser acknowledges and agrees that:

(a) the Purchaser has purchased the Property and the Goods solely as a result of the Purchaser's own enquiries and inspection;

(b) the Purchaser has purchased the Property and the Goods "as is";

(c) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Property and the Goods and the purposes for which the Property may be lawfully used and any restrictions or prohibitions on its development;

(d) the Property and the Goods is sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in its present state of repair, condition, dilapidation and infestation; and

(e) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Property or the Goods.

6.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

6.3 Property sold subject to Laws

The Purchaser buys the Property subject to:

(a) the Encumbrances;

(b) any Laws affecting the Property;

(c) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement including any restriction or condition in the Planning Documents); and

(d) the applicable planning scheme and any other relevant planning controls.

6.4 Planning Documents

(a) The Purchaser warrants to the Vendor that the Purchaser has read the Planning Documents prior to executing this Contract.

(b) The Vendor makes no representation or warranty regarding:

(i) the accuracy of the Planning Documents;

(ii) the suitability or adequacy of the Planning Documents for any purpose;

(iii) the enforceability of the Planning Documents; or

(iv) the ability of the Purchaser to be able to use, or rely upon, the Planning Documents.

7. Services

The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

(a) the nature, location, availability or non-availability of any Services;

(b) any defects in any Services;

(c) there being, or not being, an easement or other right in respect of any Services;

(d) any Service being a joint service with any other land or building;

(e) any Service for any other land or building passing through or over the Property;

(f) any Service installed in, on or under the Property not having been approved by an Authority; or

(g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

8. Environment

8.1 Acknowledgment

The Purchaser acknowledges that it has inspected the Property and purchased the Property in its present condition and subject to any Contamination of the Property.

8.2 Liability

As from the Settlement Date:

(a) the Purchaser acknowledges and agrees that the Purchaser assumes full liability and responsibility for any Contamination on, in, under, above, or emanating from, the Property;

(b) the Purchaser acknowledges that the Vendor makes no representations or warranties that the Property complies with any Environmental Law; and

(c) to the full extent permitted by Law, the Purchaser may not make any Claim, and releases and discharges the Vendor and its officers, agents and employees from any obligation, duty, action, demand, liability loss or damage and costs and expenses owed to or suffered by the Purchaser (or any person claiming through or on behalf of the Purchaser) arising (directly or indirectly) from or in connection with the presence of any Contamination of or emanating from the Property at any time and anything incidental to it (including compliance with all Laws and the requirements of any Authority relating to the Contamination).

8.3 Non Merger

This Special Condition 8 does not merge on the transfer of the Land but will continue to have full force and effect.

9. Goods

9.1 Excluded Goods

The Purchaser acknowledges and agrees that:

(a) some or all of the Goods may be owned by, or subject to charges, liens or security interests in favour of, third parties;

(b) any Goods which are owned by, or subject to charges, liens or security interests in favour of, third parties, are excluded from the sale of the Property; and

(c) the Vendor is entitled to remove any Goods (including fixtures) and any other items from the Property prior to Settlement and is not required to make good any damage caused by such removal or to reinstate the Property to its condition as at the Day of Sale.

9.2 No Warranty

(a) The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

(b) The Purchaser accepts the Goods in the condition existing at Settlement.

10. Transfer and Settlement

10.1 Delivery of Transfer

The Purchaser must deliver the instrument of transfer to the Vendor's Legal Practitioner not less than seven Business Days before the date for the Payment of Balance. If the instrument of transfer is not delivered by then:

(a) the Vendor is not obliged to complete this Contract until seven Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner; and

(b) the Purchaser will be deemed to have made default on the Balance and the Vendor will be entitled to interest on the Balance in accordance with this Contract from the date for the Payment of Balance until the date which is seven Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner.

10.2 Settlement

Settlement must take place before 3pm on the Settlement Date. If Settlement takes place after 3pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

10.3 PPSA

(a) General Condition 7 does not apply to this Contract.

(b) Despite anything else in this Contract, the Vendor and the Purchaser acknowledge and agree that the Vendor is not required to provide any release or discharge of any security interest to which the PPSA applies except as required under Special Condition 10.3(b).

(c) The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this Special Condition 10.3.

11. Nomination

11.1 Guarantee & indemnity

If the nominee is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange) the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity:

(a) duly completed and executed by every director of the nominee and any principal shareholder; or

(b) if the nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

12. Guarantee and Indemnity

If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

(a) duly completed and executed by every director of the Purchaser; or

(b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

13. FIRB

13.1 Warranty

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

(i) is not required to provide notice of the entering into of this Contract or

the purchase of the Property to the Foreign Investment Review Board (**FIRB**) or any other relevant Authority; and

(ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

13.2 Reliance

The Vendor relies on the warranty in Special Condition 13.1.

13.3 Non merger

This Special Condition 13 will not merge on the transfer of the Land but will continue to have full force and effect.

14. Default

14.1 Specific breaches

If:

(a) the Purchaser breaches:

(i) Special Condition 11.1; or

(ii) Special Condition 12; or

(b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

14.2 If Vendor terminates

If the Vendor terminates this Contract under Special Condition 14.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

14.3 Time remains of the essence

The Purchaser's obligation to pay interest under Special Condition 15.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

14.4 Other rights unaffected

Nothing in this Special Condition 14 limits the rights of the Vendor if the Purchaser defaults under this Contract.

14.5 Land tax

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

15. Costs of Default

15.1 Interest on Default

(a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:

(i) calculated daily at a rate of 2% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic); and

(ii) on the amount overdue for the period of the default.

(b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

(c) This Special Condition 15 is an essential term of this Contract.

15.2 Payments on Default

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

(a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and

(b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:

(i) legal costs and disbursements (calculated on a full indemnity basis);

(ii) all additional costs incurred by the Vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and

(iii) the payment of interest in accordance with this Contract.

15.3 Re-Scheduling Settlement

If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner $250.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

16. Stamp Duty

16.1 Stamp Duty

The Purchaser must pay all stamp duty (including penalties and fines) payable in connection with this Contract.

16.2 Multiple Purchasers

(a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property (**'the proportions'**).

(b) If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.

16.3 Non Merger

This Special Condition 16 will not merge on the transfer of the Land but will continue to have full force and effect.

17. Confidentiality

17.1 Confidentiality

The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

(a) the extent required by law (which includes the rules of the Australian Securities Exchange); or

(b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

17.2 Public Announcements

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

18. GST

18.1 Preliminary

For the purpose of this Special Condition 18:

(a) Words or expressions used in this Special Condition 18 that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('**GST Act**') have the same meaning given to them in that Act.

(b) **GST** means GST as defined in the GST Act or any replacement or other relevant legislation and regulation and includes any interest or penalties charged in relation to the GST.

18.2 Taxable Supply

Notwithstanding anything else contained in this Contract, if it is ascertained or determined (by the Australian Taxation Office or otherwise) that any supply under this Contract is a taxable supply (including but not limited to the sale of the Property), the following provisions apply:

(a) the Purchase Price specified in the Contract excludes GST (**GST Exclusive Purchase Price**);

(b) the consideration payable to the Vendor will be increased by an amount equal to the GST;

(c) the GST shall be the GST payable on the supply calculated in accordance with the GST Act and on the GST Exclusive Purchase Price in relation to the supply;

(d) the GST shall be added to the consideration payable under the other provisions of this Contract so as to form an additional part of the consideration for the supply. The Purchase Price shall be deemed to be increased by an amount equal to the GST;

(e) the Purchaser will pay on demand to the Vendor, an amount equal to the GST payable on the Purchase Price and such amount will be a debt due and owing by the Purchaser to the Vendor which is recoverable without setting off any refund or counterclaim; and

(f) each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.

18.3 Reimbursement of Expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

18.4 Non Merger

This Special Condition 18 does not merge on Completion and will continue to apply after expiration or termination of this Contract.

19. Foreign Resident Capital Gains Withholding

19.1 Definitions and interpretation

In this Special Condition 19:

(a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this Special Condition 19 unless the context otherwise requires;

(b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;

(c) **Act** means the *Taxation Administration Act 1953* (Cth);

(d) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;

(e) **Commissioner** means the Commissioner of Taxation;

(f) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and

(g) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

19.2 Application

This Special Condition 19 only applies if:

(a) the Day of Sale is on or after 1 July 2016; and

(b) the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Act.

19.3 Vendor's status

The Vendor is a foreign resident for the purposes of this Special Condition 19 unless the Vendor gives the Purchaser a Clearance Certificate before Settlement. The specified period in the Clearance Certificate must include the actual date of Settlement.

19.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

(a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Act. This information must be provided to the Purchaser within five Business Days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and

(b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Act before Settlement.

19.5 Withholding amount

(a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Settlement, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the Price payable to the Vendor at Settlement (**Balance Payable**).

(b) If the Balance Payable at Settlement is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Settlement.

19.6 Purchaser's obligations

(a) The Purchaser must:

(i) engage a Representative to conduct all the legal aspects of Settlement, including the performance of the Purchaser's obligations in this Special Condition 19;

(ii) as soon as reasonably practicable after Settlement, procure its Representative to:

(A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this Special Condition 19;

(B) promptly provide the Vendor with proof of payment; and

(C) otherwise comply, or ensure compliance, with this Special Condition 19,

despite:

(D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and

(E) any other provision in this Contract to the contrary.

(b) The Representative will be taken to have complied with its obligations in Special Condition 19.6(a) if in the case of Settlement being conducted through the electronic conveyancing system:

(i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this Contract.

19.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under Special Condition 19.5.

20. Digital duties form and SRO settlement statement

20.1 Vendor's obligations

The Vendor must:

(a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);

(b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and

(c) if the Purchaser has complied with Special Condition 20.2 sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

20.2 Purchaser's obligations

The Purchaser must:

(a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (Purchaser DDF) at least 2 Business Days prior to the Due Date;

(b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;

(c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so;

(d) prior to Settlement:

(i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

(ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract; and

(e) not make or require any changes to the DDF except as requested by the Vendor or the Vendor's Legal Practitioner less than 2 business days prior to the due date.

20.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

20.4 Settlement if not an electronic conveyance

(a) This Special Condition 20.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.

(b) Subject to the Vendor complying with Special Condition 20.1:

(i) Settlement is not conditional upon:

(A) the Purchaser signing or approving a DDF; or

(B) production of an SRO Settlement Statement; and

(ii) the Purchaser may not Object if:

(A) the DDF is not completed prior to Settlement or at all; or

(B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

20.5 Settlement if an electronic conveyance

(a) This Special Condition 20.5 only applies if Special Condition 20.4 does not apply.

(b) Special Condition 20.2 is a fundamental term of this Contract.

(c) The Purchaser acknowledges and agrees that:

(i) unless and until the Purchaser complies with Special Condition 20.2 Settlement will not be able to proceed; and

(ii) the Purchaser will be in breach of this Contract.

20.6 Breach of Purchaser's obligations

Without prejudice to the Vendor's other rights in this Contract, if the Purchaser breaches any of its obligations in Special Condition 20.2, the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is $150.00 plus GST for each and every breach and which may be charged on multiple occasions by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

21. GST Withholding

21.1 Interpretation

In this Special Condition 21, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

21.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

(a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and

(b) if the Purchaser is required to make a payment referred to in Special Condition 21.2(a):

(i) the name and ABN of the Vendor;

(ii) the GST Withholding Amount;

(iii) when the GST Withholding Amount is required to be paid;

(iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and

(v) any other information required by law.

21.3 Withholding

(a) This Special Condition 21.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.

(b) The Vendor irrevocably directs the Vendor to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:

(i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and

(ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.

(c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 21.3(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

21.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 21 the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

21.5 Other Information

If the Property qualifies as potential residential land and:

(a) the Purchaser is registered (within the meaning of the GST Act) and

(b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

22. Purchaser as trustee

If the Purchaser enters into this Contract in its capacity as a trustee of any trust ('**Purchaser Trust**') then the Purchaser covenants and warrants to the Vendor that:

(a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;

(b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;

(c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;

(d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;

(e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;

(f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;

(g) pending Settlement, the Purchaser will not:

(i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;

(ii) do anything which effects or facilitates the termination of the Purchaser Trust;

(iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;

(iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or

(v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

23. Capacity

The Purchaser warrants to the Vendor that:

(a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;

(b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;

(c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and

(d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

24. Entire Contract

24.1 **Acknowledgment**

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

(a) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:

(i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;

(ii) compliance with any Laws affecting the Property or the compliance of any improvements on the Property with any Building Laws;

(iii) any development or subdivision which may be undertaken on or in relation the Property;

(iv) the existence or non-existence of any Contamination of the Property;

(v) the amenity or neighbourhood in which the Property is located; or

(vi) any financial return or income that may be derived from the Property;

(b) no information, representation or warranty (express or implied) provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would

be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;

(c) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 24.1(a);

(d) to the extent permitted by law, the Vendor is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner; and

(e) the Purchaser may not make any Claim by reason of any matter, thing or liability arising from:

(i) any actual or alleged representation or warranty by any person;

(ii) any actual or alleged agreement or understanding not embodied in this Contract; and

(iii) any actual or alleged agreement with an owner of an adjoining property,

in relation to anything concerning the Property.

24.2 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

25. General

25.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

25.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

25.3 Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

25.4 Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

25.5 Continuing Obligations

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

25.6 Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment. Any indemnity given under this Contract will not merge on the transfer of the Land but will continue to have full force and effect.

25.7 Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

25.8 Notices

(a) Without limiting any other mode of service authorised by law, a notice may be served by being sent by fax to the fax number of a party or that party's solicitors specified in this Contract or last notified to the sender.

(b) A notice may be signed by a party or a party's officer, legal representative or attorney.

(c) A demand, notice or document will be considered received from a party:

(i) if delivered, on delivery;

(ii) if sent by pre-paid post, 6 Business Days after posting (if posted within Australia to an address in Australia) or 14 Business Days after posting (if posted to or from a place outside Australia); and

(iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.

(d) If a notice is delivered or received by fax on a day that is not a Business Day or after 6:00 pm on a Business Day, the notice will be considered delivered or received on the next Business Day.

25.9 Attorneys and Authorised Representatives

(a) Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

(b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

25.10 Counterparts

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

25.11 Electronic delivery

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

(a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and

(b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Relevant Document.

25.12 Rule of Construction

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

26. Sale by Auction

If the Property is offered for sale by auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the *Sale of Land (Public Auction) Regulations 2014* (Vic), or any rules prescribed by regulation which modify or replace those rules.

Annexure A Guarantee and Indemnity

In consideration of the Vendor named and described in the Schedule annexed hereto entering into the Contract with the Purchaser named and described in the Schedule the party described as the Guarantor in the Schedule hereto (**Guarantor**) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.

2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

   (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or

   (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or

   (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

4. The indemnity in clause 3:

   (a) is in addition to and separate from the guarantee in clause 1; and

   (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5. The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.

6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.

7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be

regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.

8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.

12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

Schedule

Vendor: Merissa Anne Pickford

Purchaser:

Property: Unit 1, 40 Lindsay Avenue, Nunawading, Victoria

Guarantor:

Signing page

EXECUTED by the Guarantor this day of

SIGNED SEALED AND DELIVERED by
the said in Victoria in
the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

SIGNED SEALED AND DELIVERED by
the said in Victoria in
the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

Annexure B Vendor's Statement

HWL EBSWORTH
LAWYERS

Vendor's Statement

Property: Unit 1, 40 Lindsay Avenue, Nunawading, Victoria

Merissa Anne Pickford

Ref DM:1334626

Level 8, 477 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR Merissa Anne Pickford

PROPERTY Unit 1, 40 Lindsay Avenue, Nunawading, Victoria

1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar** Outgoings affecting the land and any interest payable, are as follows:

(a) Are contained in the attached certificates.

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges.

(ii) 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.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

See attached certificates.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of

rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

(a) To the best of the Vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the Property other than:

(i) those set out in the attached copies of the title documents;

(ii) the easements created by section 98 of the *Transfer of Land Act* 1958 (Vic), section 12(2) of the *Subdivision Act* 1988 (Vic) and any other easements noted on the Plan of Subdivision;

(iii) the requirements of the Planning Documents (as that term is defined in the contract of sale); and

(iv) any easements, covenants or other similar restrictions referred to in or contemplated by the contract of sale.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

3.2 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the Building Act 1993.

3.3 **Road Access** - there is access to the property by road.

3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificates.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Except as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Except as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:

Except as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

5. BUILDING PERMITS

Particulars of any building permits issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) are contained in the attached certificate (if any).

6. OWNERS CORPORATION

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006* but the owners corporation is inactive. Attached is an owners corporation certificate.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987), certificate or notice relating to the GAIC applicable to the land.

8. NON-CONNECTED SERVICES

The following services are not connected to the land:

- telephone.

9. TITLE

Attached are copies of the following documents:

(a) the Register Search Statement for Certificate of Title Volume 12147 Folio 108 and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location;

(b) Plan of Subdivision 748039A;

(c) Section 173 Agreement AN304601U;

(d) Planning Certificate;

(e) Land Information Certificate;

(f) Water Information Statement;

(g) Land Tax Clearance Certificate;

(h) Building Certificates;

(i) Roads Certificate;

(j) Designated Bushfire and Planning Property Report;

(k) Environment Protection Authority Certificate; and

(l) Owners Corporation certificate.

10. SUBDIVISION

10.1 Unregistered Subdivision

Not applicable.

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

Not applicable.

11. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024

11.1 The land is not tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic) (**CIPT**).

11.2 The AVPCC (within the meaning of the CIPT) is 120.7.

12. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

13. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.

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

DATE OF THIS STATEMENT:

Signature of the vendor: .....

Merissa Anne Pickford

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

DATE OF THIS ACKNOWLEDGMENT: / /

Signature of the purchaser(s): .....

GST WITHHOLDING NOTICE

VENDOR: **Merissa Anne Pickford**

PROPERTY: **Unit 1, 40 Lindsay Avenue, Nunawading, Victoria**

The Vendor hereby notifies the Purchaser as follows:

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes
(if yes, vendor must provide the details below within 14 days of the contract date)

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

Signed for and on behalf of the Vendor:

M. Pickford

4 February 2026

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

VOLUME 12147 FOLIO 108

Security no : 124132464507T
Produced 25/02/2026 10:31 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 748039A.
PARENT TITLE Volume 08098 Folio 306
Created by instrument PS748039A 05/09/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MERISSA ANNE PICKFORD of UNIT 1 40 LINDSAY STREET NUNAWADING VIC 3131
AS981166L 12/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS981167J 12/02/2020
NATIONAL AUSTRALIA BANK LTD

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
AN304601U 23/11/2016

DIAGRAM LOCATION

SEE PS748039A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 1 40 LINDSAY AVENUE NUNAWADING VIC 3131

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 12/02/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS748039A

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DOCUMENT END

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Document Assembled	**25/02/2026 10:31**

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PLAN OF SUBDIVISION

EDITION 1

PS 748039 A

LOCATION OF LAND

PARISH: NUNAWADING

TOWNSHIP: ----------

SECTION: ----------

CROWN ALLOTMENT: 148 (PART)

CROWN PORTION: ----------

TITLE REFERENCES: C/T Vol. 8098 Fol. 306

LAST PLAN REFERENCE/S: LOT 8 On LP 25171

POSTAL ADDRESS: (at time of Subdivision) 40 LINDSAY AVENUE, NUNAWADING, VIC, 3131

MGA CO-ORDINATES: (of approx. centre of land in plan) E: 339 880 ZONE: 55 N: 5 813 650 GDA 94

Council Name: Whitehorse City Council

Council Reference Number: CRT/6387
Planning Permit Reference: WH/2016/516
SPEAR Reference Number: S087228S

Certification

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

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Aileen Lam for Whitehorse City Council on 04/04/2017

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING THIS PLAN IS NOT A STAGED SUBDIVISION

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
This plan is based on survey.

Lots on this plan may be affected by one or more Owners Corporations. See Owners Corporation search report(s) for details.

Area of Site: 637m²
No. of Lots: 2

This survey has been connected to permanent marks No(s). 382

In Proclaimed Survey Area No.

EASEMENT INFORMATION

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of

Victorian Survey Group
www.vsg.net.au
68b SOUTH PARADE
BLACKBURN VIC 3130
p 03 9877 4229
f 03 8672 0274
e admin@vsg.net.au
w www.vsg.net.au

SURVEYORS FILE REF: 91897/MJH/C

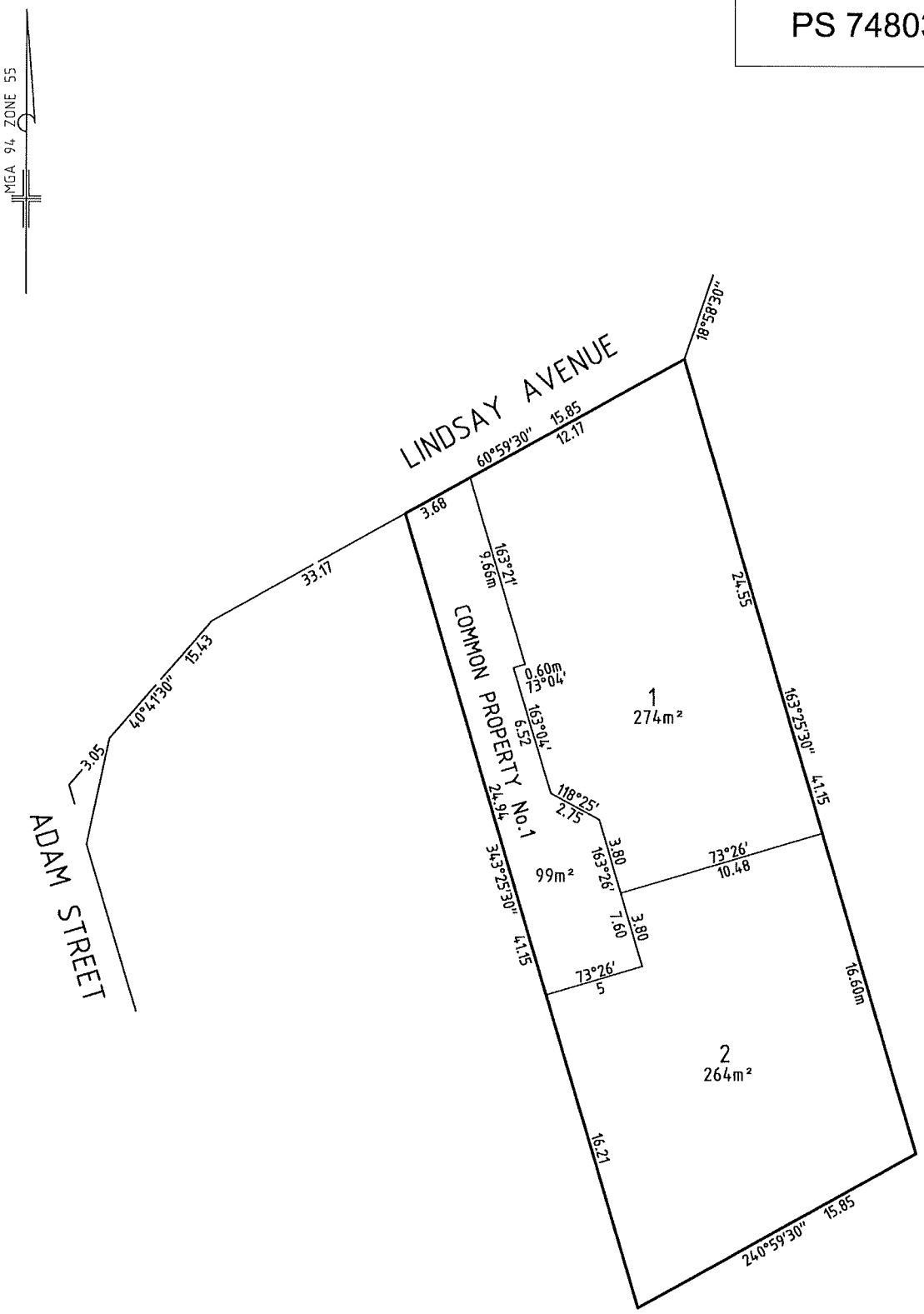
ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

Digitally signed by: Matthew John Heemskerk, Licensed Surveyor,
Surveyor's Plan Version (3),
11/01/2017, SPEAR Ref: S087228S

PLAN REGISTERED
TIME: 12:50pm DATE: 5 / 9 / 2019
Rod Speer
Assistant Registrar of Titles

PS 748039 A



Victorian Survey Group www.vsg.net.au	68b SOUTH PARADE BLACKBURN VIC 3130 p 03 9877 4229 f 03 8672 0274 e admin@vsg.net.au w www.vsg.net.au	SCALE 1:200 — 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
		Digitally signed by: Matthew John Heemskerk, Licensed Surveyor, Surveyor's Plan Version (3), 11/01/2017, SPEAR Ref: S087228S	Digitally signed by: Whitehorse City Council, 04/04/2017, SPEAR Ref: S087228S	

Imaged Document Cover Sheet

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Document Type	**Instrument**
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Number of Pages (excluding this cover sheet)	**12**
Document Assembled	**25/02/2026 10:40**

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AN304601U
23/11/2016 $92.70 173

Form 21

Lodged by:

Name:	MADDOCKS
Phone:	03 9258 3555
Address:	Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref:	MYM:OXO:6933817
Customer Code:	1167E

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 8098 Folio 306

Responsible Authority: Whitehorse City Council of 379-397 Whitehorse Road, Nunawading, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: Noelene Duff

Position Held: CEO

Date: 17/11/16

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 40 Lindsay Avenue, Nunawading

Whitehorse City Council
and

Merissa Anne Pickford
and

Fiona Elizabeth Rezannah

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23/11/2016 $92.70 173

Interstate offices
Canberra Sydney

Affiliated offices around the world through the Advoc network - www.advoc.com

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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 17/11/16

Parties

Name	**Whitehorse City Council**
Address	379-397 Whitehorse Road, Nunawading, Victoria
Short name	**Council**

Name	**Merissa Anne Pickford**
Address	4 Cootamundra Crescent, Blackburn, Victoria
Short name	**Owner**

Name	**Fiona Elizabeth Rezannah**
Address	40 Lindsay Avenue, Nunawading, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 3 of the Planning Permit.

D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

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1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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Agreement means this Agreement and includes this Agreement as amended from time to time.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

(a) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, customer.service@whitehorse.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Permit means planning permit no. WH/2014/720, as amended from time to time, issued on 7 March 2016, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

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Planning Permit means planning permit no. WH/2016/516, as amended from time to time, issued on 28 July 2016, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Whitehorse Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 40 Lindsay Avenue, Nunawading being the land referred to in certificate of title volume 8098 folio 306 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

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In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 give effect to the Planning Permit and the Development Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

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4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and

6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

6.2.1 regardless of any right conferred by the Planning Scheme;

6.2.2 regardless of any subdivision of the Subject Land; and

6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

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10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed for **WHITEHORSE CITY COUNCIL** by **Noelene Duff** in her capacity as **CHIEF EXECUTIVE OFFICER** pursuant to Instrument of Delegation which it is certified has not been revoked or varied, in the presence of:

(Signature of **Noelene Duff**)

.....
(Signature of independent adult witness)

Signed sealed and delivered by **Merissa Anne Pickford** in the presence of:

.....
Witness

AARON VONGSAY

Signed sealed and delivered by **Fiona Elizabeth Rezannah** in the presence of:

.....
Witness

AARON VONGSAY

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Maddocks

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AK029352X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
Signatory and Stamp

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National Australia Bank

Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE

APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Certificate of Title Volume 8098 Folio 306
Registered Proprietor/s: Fiona Elizabeth Rezannah & Merissa Anne Pickford

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AK029352X hereby consents to the within Agreement.

Dated this 4th day of November 20 16

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney CHANTELLE ZIMMERMAN · BRANCH MANAGER

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

.....
Attorney

.....
Signature of Witness

AN304601U
23/11/2016 $92.70 173

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1228644

APPLICANT'S NAME & ADDRESS

HWL EBSWORTH LAWYERS C/- INFOTRACK (MAJOR ACCOUNTS) C/- LANDATA

DOCKLANDS

VENDOR

PICKFORD, MERISSA ANNE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

657961

This certificate is issued for:

LOT 1 PLAN PS748039 ALSO KNOWN AS 1/40 LINDSAY AVENUE NUNAWADING
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a	NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4
- is within a	SPECIAL BUILDING OVERLAY
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/whitehorse)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

25 February 2026

Sonya Kilkenny
Minister for Planning

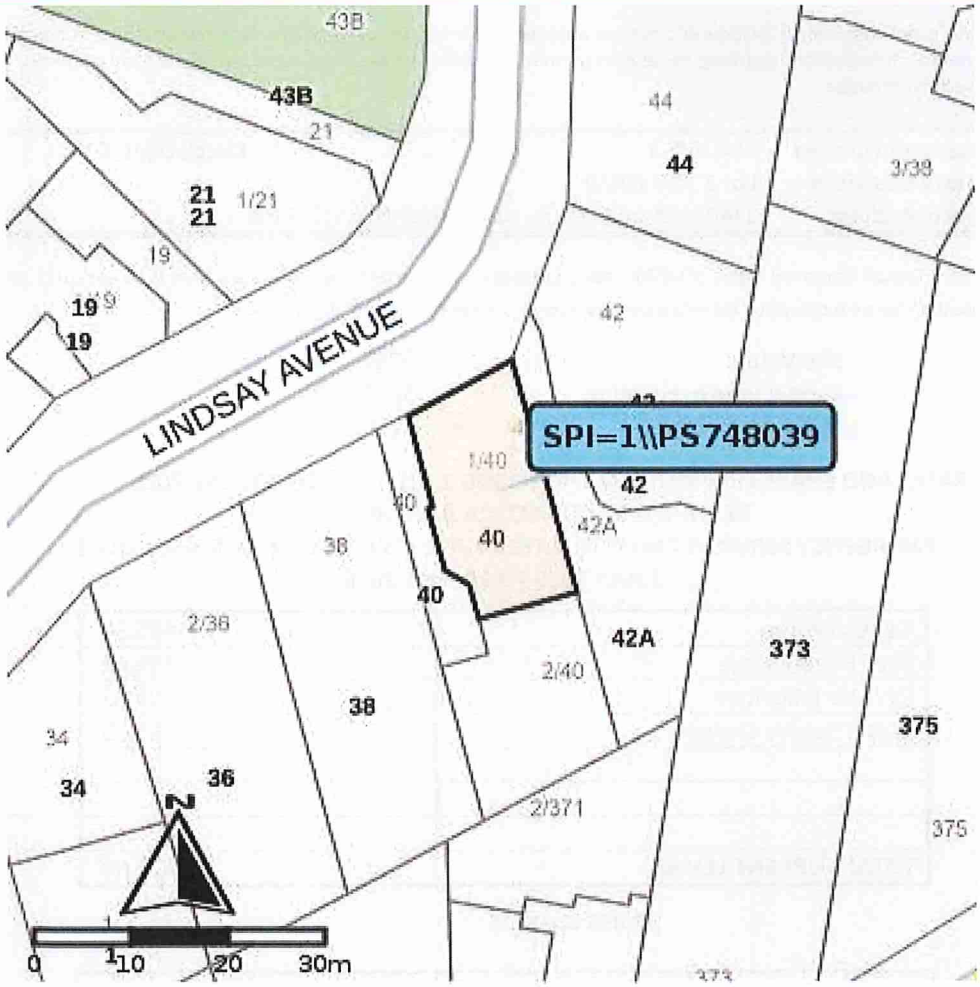
VICTORIA State Government

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
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Next business day delivery, if further information is required from you.

Privacy Statement

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

VICTORIA State Government

WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 5773
Date of Issue: 25 February 2026
Applicant's Reference: 79761789-017-8:89438

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

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

Assessment Number:	10076954	**Check Digit:** 6
Property Description:	Lot 1 PS 748039	
Property Address:	1/40 Lindsay Avenue, NUNAWADING VIC 3131	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	$295,000
Capital Improved Value:	$615,000
Net Annual Value:	$30,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026
DECLARED BY COUNCIL 16 JUNE 2025
EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	876.30
ESVF Fixed Charge	136.00
ESVF Variable Rate	106.35
Waste Service Charges	361.25
TOTAL CURRENT LEVIED	**$1,479.90**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$0.00**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

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

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garden Organics - 240L
Recycling - 240L
Garbage - 80L

For further information on the items that the waste service charges can comprise of, please see:
https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge

COMMENTS:

Authorised Officer: 

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100769546
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

25th February 2026

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts
LANDATA

Dear HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts,

RE: Application for Water Information Statement

Property Address:	1/40 LINDSAY AVENUE NUNAWADING 3131
Applicant	HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts LANDATA
Information Statement	31014370
Conveyancing Account Number	7959580000
Your Reference	657961

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

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Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	1/40 LINDSAY AVENUE NUNAWADING 3131

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

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yvw.com.au

Melbourne Water Property Information Statement

Property Address	1/40 LINDSAY AVENUE NUNAWADING 3131

STATEMENT UNDER SECTION 158 WATER ACT 1989

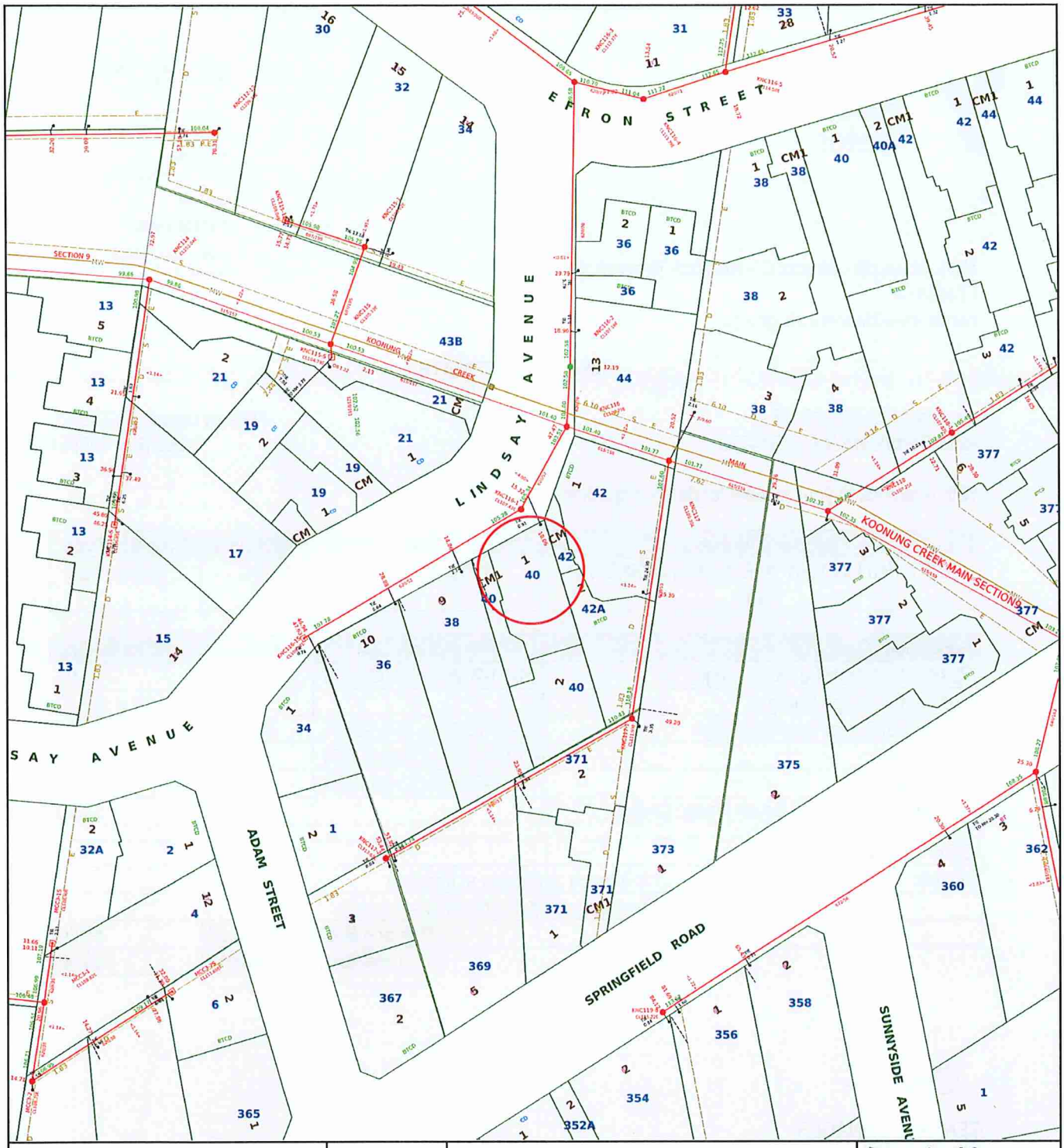
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL107.8 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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

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

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



Yarra Valley Water **Information Statement** **Number: 31014370**	**Address**	1/40 LINDSAY AVENUE NUNAWADING 3131	Yarra Valley Water ABN 93 066 902 501
	Date	25/02/2026	N
	Scale	1:1000	

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

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

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yvw.com.au

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6611469387
Rate Certificate No: 31014370

Date of Issue: 25/02/2026
Your Ref: 657961

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/40 LINDSAY AVE, NUNAWADING VIC 3131	1\PS748039	5148101	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$0.00
Residential Usage Charge		$0.00	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$0.00
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$0.00
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$0.00
Residential Water and Sewer Usage Charge		$0.00	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

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

Property No: 5148101

Address: UNIT 1/40 LINDSAY AVE, NUNAWADING VIC 3131

Water Information Statement Number: 31014370

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 66114693871

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1410360
Certificate No: 97893713
Issue Date: 25 FEB 2026
Enquiries: ESYSPROD

Land Address: UNIT 1, 40 LINDSAY AVENUE NUNAWADING VIC 3131

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45624037	1	748039	12147	108	$975.00

Vendor: MERISSA PICKFORD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS MERISSA ANNE PICKFORD	2026	$295,000	$975.00	$0.00	$975.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$615,000
SITE VALUE (SV):	$295,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$975.00**

Notes to Certificate - Land Tax

Certificate No: 97893713

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $295,000

Calculated as $975 plus ($295,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,150.00

Taxable Value = $615,000

Calculated as $615,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 97893713

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 97893713

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1410360
Certificate No:	97893713
Issue Date:	25 FEB 2026
Enquires:	ESYSPROD

Land Address: UNIT 1, 40 LINDSAY AVENUE NUNAWADING VIC 3131

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45624037	1	748039	12147	108	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.7	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$615,000
SITE VALUE:	$295,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97893713

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1410360
Certificate No:	97893713
Issue Date:	25 FEB 2026

Land Address: UNIT 1, 40 LINDSAY AVENUE NUNAWADING VIC 3131

Lot	Plan	Volume	Folio
1	748039	12147	108

Vendor: MERISSA PICKFORD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97893713

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 97893713

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 97893713

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

WHITEHORSE
CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 25 February 2026
Applicant Reference: 79761789-019-2:89439

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: Lot 1 PS 748039
Property Address: 1/40 Lindsay Avenue, NUNAWADING VIC 3131

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS
All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS
Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 25 February 2026
Applicant Reference: 79761789-020-8:89440

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (2) of the Building Regulations 2018

Property Description: Lot 1 PS 748039
Property Address: 1/40 Lindsay Avenue, NUNAWADING VIC 3131

Reportable Information	Regulation	Applicable
Is the land likely to be subject to attack by termites?	150	**Yes**
Is the land subject to significant snowfalls?	152	**No**
Is the land liable to flooding within the meaning of regulation 5(2)?	153	**Yes**
Is the land designated land/works?	154	**No**
The Whitehorse Planning Scheme has specified a minimum bushfire attack level (BAL) within areas of the municipality. Is the land identified by the Planning Scheme?	156	**No**

Please Note:
This certificate does not specify bushfire prone areas not specified under the Planning Scheme. For the purposes of Section 192A of the Building Act 1993, the relevant Building Surveyor is to verify if the Minister has designated the land as being in a bushfire prone area. Please visit https://mapshare.vic.gov.au/vicplan/ for more information.

Notes regarding flood levels:
If the above indicates that the allotment is liable to flooding or is designated land under Building Regulation 153 and/or 154, then an application to Councils Engineering Department for Report and Consent is required.

If flood level is determined by Melbourne Water (Regulation 154), you will need to obtain property flood level information via one of Melbourne Water's authorised agents. This flood level is required to be submitted as part of the Report & Consent procedure with Council's Engineering Department. Please contact Melbourne Water on 131 722 or visit: www.melbournewater.com.au.

Enquiries regarding flood levels investigated by Council (Regulation 153) to determine the minimum floor levels of buildings within the site, please contact Council's Engineering Department on 9262 6177.

General Notes:
For Town Planning information or information relating to zoning, schedules or policies please contact Council's Town Planning Department on 9262 6303.

For Legal Point of Storm Water Drainage please contact Council's Engineering Department on 9262 6177.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

vicroads

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657961

NO PROPOSALS. As at the 25th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 1 40 LINDSAY AVENUE, NUNAWADING 3131
CITY OF WHITEHORSE

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

Date of issue: 25th February 2026

[Vicroads Certificate] # 79761789 - 79761789103258 '657961'

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 25 February 2026 09:49 AM

PROPERTY DETAILS

Address:	**1/40 LINDSAY AVENUE NUNAWADING 3131**
Lot and Plan Number:	**Lot 1 PS748039**
Standard Parcel Identifier (SPI):	**1\PS748039**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**280236**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 48 G7**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**RINGWOOD**

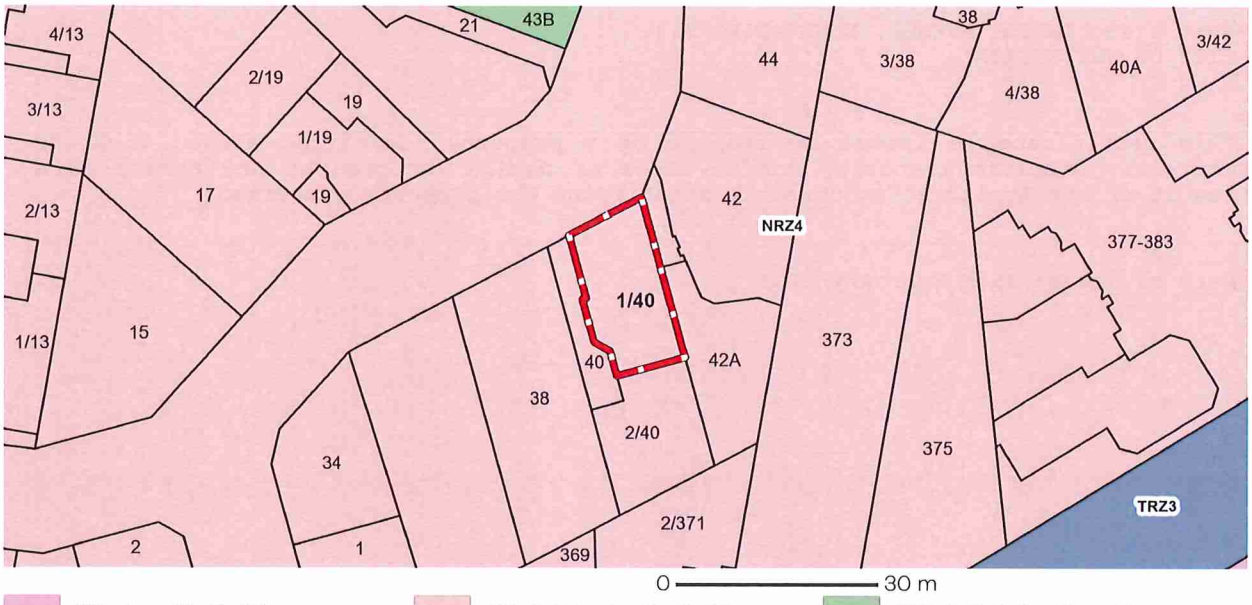
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



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

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

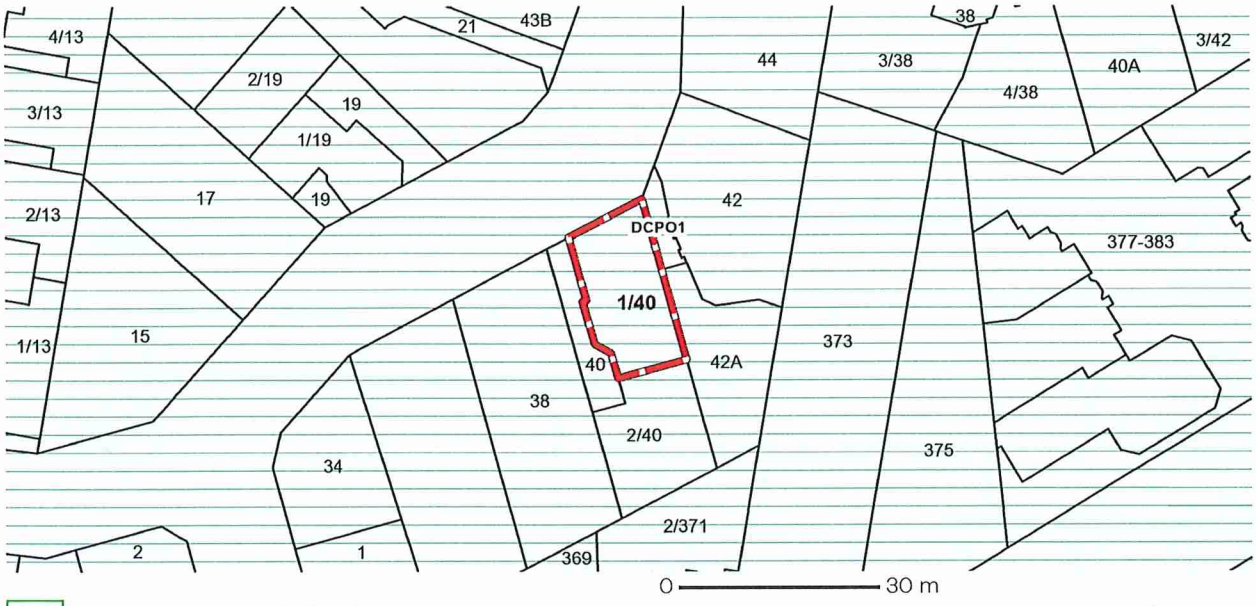
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

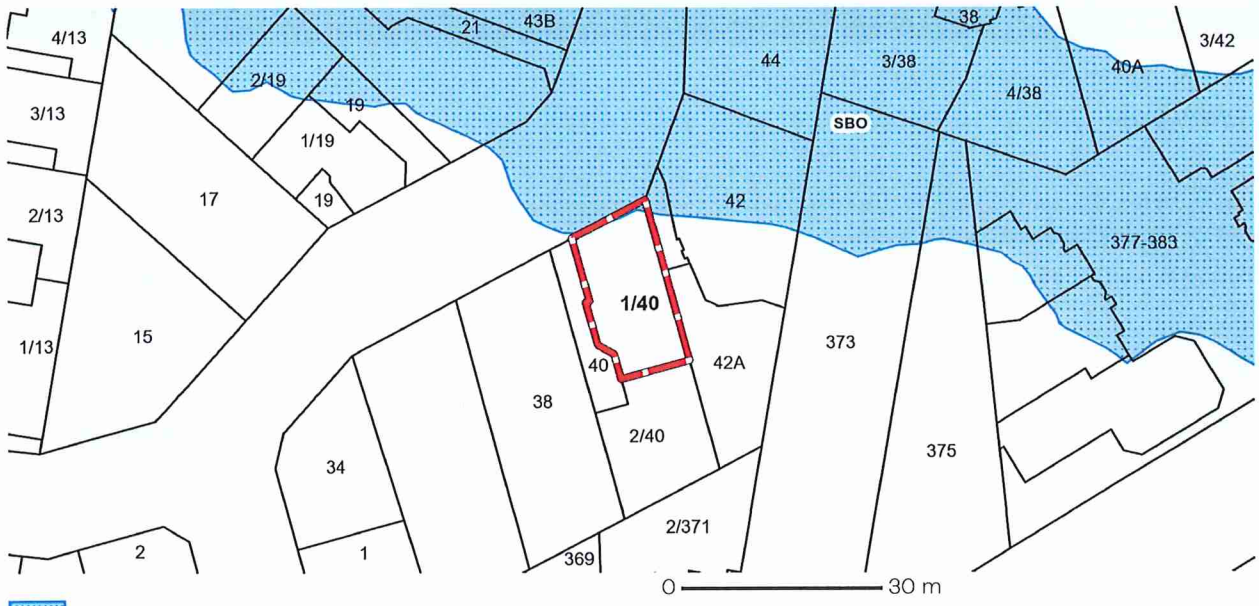


DCPO - Development Contributions Plan Overlay

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building Overlay

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

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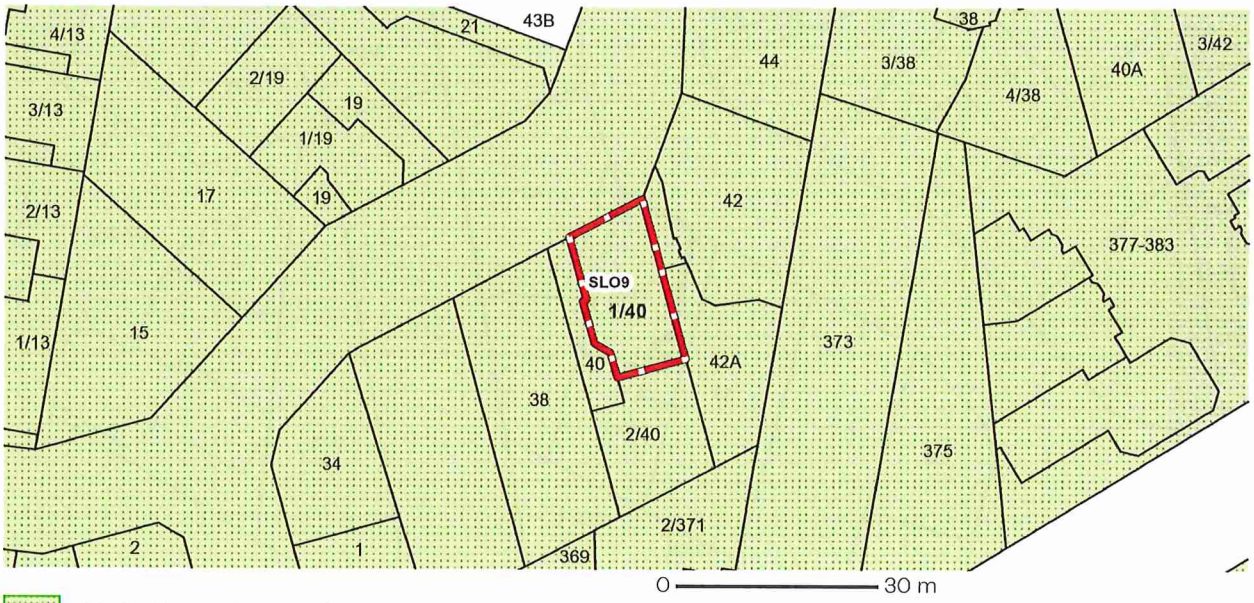
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

Further Planning Information

Planning scheme data last updated on 24 February 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) 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)

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LOTSEARCH REFERENCE
LS122511 PS

REPORT DATE
25 Feb 2026 10:42:17

CLIENT ID
187175295

ADDRESS
1/40 LINDSAY AVENUE,
NUNAWADING VIC 3131

COUNCIL
Whitehorse City

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 1, PS748039

EPA Priority Sites Register Plus+

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS122511 PS

REPORT DATE
25 Feb 2026 10:42:17

ADDRESS
1/40 LINDSAY AVENUE,
NUNAWADING VIC 3131

EPA Priority Sites Register Plus+

- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

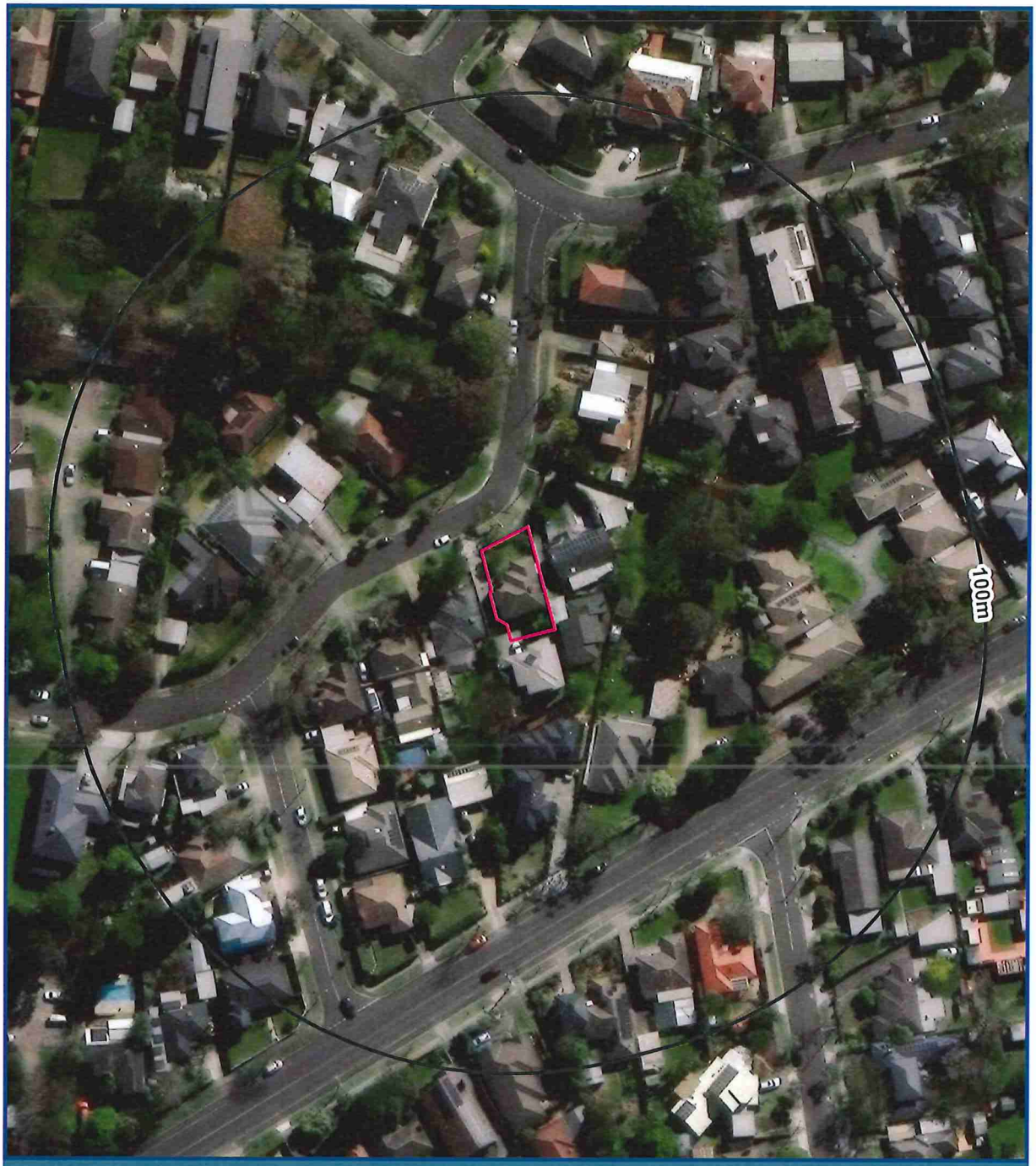
support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

1/40 LINDSAY AVENUE, NUNAWADING VIC 3131

LOTSEARCH REFERENCE
LS122511 PS

REPORT DATE
25 Feb 2026



LEGEND

- Site Boundary
- Search Area
- Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

N

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Spatial Intelligence | Mapping Risk

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LS122511 PS

REPORT DATE
25 Feb 2026 10:42:17

ADDRESS
1/40 LINDSAY AVENUE,
NUNAWADING VIC 3131

Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS122511 PS

REPORT DATE
25 Feb 2026 10:42:17

ADDRESS
1/40 LINDSAY AVENUE,
NUNAWADING VIC 3131

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	19/02/2026
EPA Site Management Orders	Environment Protection Authority Victoria	09/02/2026
EPA Register of Permissions	Environment Protection Authority Victoria	16/02/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	09/02/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	22/01/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	10/02/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	09/02/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	10/02/2026

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Whitehorse City
http://www.whitehorse.vic.gov.au
customer.service@whitehorse.vic.gov.au
(03) 9262 6333

Click for Use of Report - Applicable Terms

Sample two-lot owners corporation certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number: No 1. PS 748039A

Address: 1/40 Lindsay Avenue, Nunawading, Vic 3131

This certificate is issued for lot: 1 on plan of subdivision number:

Postal address: 1/40 Lindsay Avenue, Nunawading, Vic 3131.

Applicant for the certificate: MERISSA PICKFORD.

Address for delivery of certificate: 1 Laird Street, Croydon, Vic. 3136.

Date that the application was received:

Important:

The information in this certificate is issued on (insert date): 4/3/2026.

Plan of subdivision number: is a two-lot subdivision.

Section 7A of the *Owners Corporations Act 2006* provides that an owners corporation for a two-lot subdivision is exempt from compliance with:

- sections 18, 31, 32, 59, 60, 61, 62, 65, 93, 94, 95, 96 and 97; and
- Divisions 2, 3 and 4 of Part 3; and
- Divisions 1, 2, 3, 4 and 5 of Part 4; and
- Divisions 1 and 2 of Part 9; and
- Division 1 of Part 10.

Therefore this subdivision is exempt from the requirement to prepare or maintain an owners corporation register and hold an annual general meeting.

1.	The current annual fees for the lot ~~*per quarter or *annually~~ (*strike out if not applicable) are

	Sample details $900 annually
2.	The date which the fees for the lot have been paid up to is:
	Sample details The fees are paid up to 31 December 2017
3.	The total of any unpaid fees or charges for the lot is:
	Sample details Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	Sample details A levy of $5,500 to cover the cost of a new fence was struck on 5 May 2017 and is due on 5 December 2017
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees and special fees as set out above:
	Sample details Quotations are being obtained to paint the fence. The quotes and scope of the work will be considered at the next general meeting of the owners
6.	Insurance details
	Sample details The plan of subdivision contains two lots and is exempt under Section 7 of the *Owners Corporations Act 2006* from having insurance required under Sections 59, 60, 61, 62 of the *Owners Corporations Act 2006*
7.	Has the owners corporation resolved that the members may arrange their own insurance under Section 63 of the Act? If so, provide the date of that resolution:
	Sample details The members resolved to take out their own insurance on 15 November 2016
8.	The total funds held by the owners corporation:
	The total funds should report the best available statement of financial position of the owners corporation Sample 1 The statement of financial position at the end of the last financial year of the owners corporation on (insert date)
	was

	Assets	$	
	Liabilities	$	
	Total funds =	$	

Sample 2

The total funds held by the owners corporation as set out in the financial statements prepared for the owners corporation prepared on (insert date)

		are as follows:	
	Assets	$	
	Liabilities including any items in special fees (item 5) and liabilities (item 10)	$	
	Total funds =	$	

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies, and repairs and maintenance as set out above? If so, provide details:

Sample details

Nil.

10. Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:

Sample details

Uncle Peter's Mowing Service Pty Ltd dated	for 1 year for lawn mowing services

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:

Sample details

The lot owners on 16 March 2017 entered into an agreement to provide Foxtel to lots, at the cost of each member

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details

Sample details

There are no notices or orders as at (insert date)	

13.	Are there any legal proceedings to which the owners corporation is a party, and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details.		
	Sample details		
	The lot owners are not aware of any legal proceedings as at (insert date)		
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details.		
	Sample details No manager is appointed		
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?		
	Sample details No administrator is appointed		
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. (N.B. This owners corporation is exempt from this requirement under Section 7 of the *Owners Corporations Act 2006*)		
17.	Documents required to be attached to the owners corporation certificate are:		
	• A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria • A copy of all resolutions made at the last annual general meeting. (N.B. This owners corporation is exempt from this requirement under Section 7 of the *Owners Corporations Act 2006*) • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"		

This owners corporation certificate was prepared by:

Postal address	
(Signature)	
(Print name)	
(Name of management company if relevant) as delegate of the owners corporation	
The common seal of owners corporation number	

Seal affixed in accordance with Section 20 of the Owners Corporations Act 2006 and in the presence of

OWNERS CORPORATION PLAN No. 812478

Signature of lot owner M Pickford.

Name of lot owner (block letters) MERISSA A PICKFORD.

Lot number 1

Date 4/3/2026.

Signature of lot owner	M Pickford.
Name of lot owner (block letters)	MERISSA A PICKFORD.
Lot number	1
Date	4/3/2026.

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Due diligence checklist

What you need to know before buying a residential property

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