

CONTRACT OF SALE OF REAL ESTATE



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**CONTRACT OF SALE
OF LAND**

VENDOR

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PROPERTY

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Sale of Land (Public Auctions) Regulations 2014

S.R. No. 73/2014

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STATUTORY RULES 2014

S.R. No. 73/2014

Sale of Land Act 1962

Sale of Land (Public Auctions) Regulations 2014

The Lieutenant-Governor as the Governor's deputy with the advice of the Executive Council makes the following Regulations:

Dated: 24 June 2014

Responsible Minister:

HEIDI VICTORIA
Minister for Consumer Affairs

YVETTE CARISBROOKE
Clerk of the Executive Council

1 Objectives

The objectives of these Regulations are—

- (a) to prescribe standard rules for public auctions for the sale of land; and
- (b) to prescribe written information statements that must be made available for public auctions for the sale of land, and to prescribe how that information is to be made available; and
- (c) to prescribe the obligations of auctioneers at public auctions for the sale of land.

2 Authorising provision

These Regulations are made under section 48 of the **Sale of Land Act 1962**.

3 Commencement

These Regulations come into operation on 1 October 2014.

4 Revocation

The Sale of Land Regulations 2005¹ are **revoked**.

5 Standard rules for the conduct of public auctions for the sale of land

- (1) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 1 unless subregulation (2), (3) or (4) applies to that auction.
- (2) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 2 if there are 2 co-owners of the land and one of the co-owners intends to bid to purchase the interest of the other co-owner in the land.
- (3) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 3 if there are more than 2 co-owners of the land and one or more (but not all) of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.
- (4) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 4 if there are 2 or more co-owners of the land and each of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.

6 Information made available at auctions

- (1) The auctioneer of land at a public auction to which regulation 5(1) applies must ensure that—
 - (a) the rules set out in Schedule 1; and
 - (b) the information in Schedule 5; and
-

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (2) The auctioneer of land at a public auction to which the rules set out in Schedule 1 apply must ensure that it is clear which of the 2 alternatives to rule 1 applies to that auction.

Penalty: 5 penalty units.

- (3) The auctioneer of land at a public auction to which regulation 5(2) applies must ensure that—

- (a) the rules set out in Schedule 2; and
- (b) the information in Schedule 5; and
- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (4) The auctioneer of land at a public auction to which regulation 5(3) applies must ensure that—

- (a) the rules set out in Schedule 3; and
- (b) the information in Schedule 5; and

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (5) The auctioneer of land at a public auction to which regulation 5(4) applies must ensure that—
- (a) the rules set out in Schedule 4; and
 - (b) the information in Schedule 5; and
 - (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (6) The auctioneer of land at a public auction must ensure that the rules set out in Schedule 1, 2, 3 or 4 that are made available at the auction are printed or typed—
- (a) in plain text in a font of at least 20 point; and
 - (b) in a form that is easily legible; and
 - (c) in a manner that provides a clear contrast between the typeface of the rules and the background on which the rules are printed or typed.

Penalty: 5 penalty units.

7 Announcements by auctioneer before bidding starts

- (1) Before accepting any bid at a public auction for the sale of land, the auctioneer of the land must audibly state—
- (a) that the auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction; and
 - (b) that the auction rules prohibit an auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder; and
 - (c) that the auctioneer must indicate bidders on request; and
 - (d) that the law—
 - (i) prohibits false bids; and
 - (ii) prohibits major disruptions by bidders; and
 - (iii) prohibits bidders attempting to prevent others from bidding; and
 - (iv) provides for fines for this conduct.

Penalty: 10 penalty units.

- (2) If the rules set out in Schedule 1 apply to a public auction of land and those rules permit the auctioneer to bid on behalf of the vendor, the auctioneer must, in addition to the requirements in subregulation (1), before accepting any bid audibly state—
- (a) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor; and

- (b) that by law only the auctioneer can make a vendor bid.

Penalty: 10 penalty units.

- (3) If the rules set out in Schedule 1 apply to a public auction of land and those rules do not permit the auctioneer to bid on behalf of the vendor, the auctioneer of the land must, in addition to the requirements in subregulation (1), before accepting any bid at the auction audibly state that the rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.

Penalty: 10 penalty units.

- (4) If the rules set out in Schedule 2 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
- (a) that one of the vendors (or their representative) intends to make a bid to purchase the land; and
 - (b) that only the auctioneer can make a vendor bid on behalf of the vendor who is not bidding to purchase the land; and
 - (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (5) If the rules set out in Schedule 3 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
- (a) that one or more but not all of the vendors (or their representatives) intends to make a bid to purchase the land; and
-

- (b) that only the auctioneer can make a vendor bid on behalf of a vendor who is not bidding to purchase the land; and
- (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (6) If the rules set out in Schedule 4 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that each of the vendors (or their representatives) intend to bid to purchase the land; and
 - (b) that no vendor bids will be made by the auctioneer.

Penalty: 10 penalty units.

8 Auctioneer must indicate bidders on request

If a person at a public auction for the sale of land asks the auctioneer to indicate the person who made a bid, the auctioneer must indicate the person who made the bid before taking another bid.

Penalty: 10 penalty units.

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

**GENERAL RULES FOR THE CONDUCT OF PUBLIC
AUCTIONS OF LAND**

- *1. No bids may be made on behalf of the vendor of the land.
OR
 - *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
 - 2. The auctioneer may refuse any bid.
 - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 - 4. The auctioneer may withdraw the property from sale at any time.
 - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 - 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 - 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
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 vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
 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 vendors at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.
Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.
The auctioneer cannot make a bid at this 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 vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

ENDNOTES

¹ Reg. 4: S.R. No. 28/2005 as amended by S.R. No. 47/2008.

INFORMATION ONLY

Contract of Sale of Land

Property address: 70 Spring Street Thomastown VIC 3074

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.

Notice to purchasers of property "off-the-plan"

Section 9AA(1A), Sale of Land Act 1962

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

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 an 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
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable
e.g. '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

Name:	Harcourt Real Estate – Mario Tucci
Address:	Unit 1/337 Settlement Road Thomastown VIC 3074
Telephone:	9465 7766
Fax:	
Email:	sold@rataandco.com.au

Vendor

Name(s):	Jessica Kang Hoang
Address:	
Telephone:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Gill Conveyancing
Address:	PO Box 472 Craigieburn VIC 3064
Telephone:	0470 549 943
Fax:	
Email:	info@gillconveyancing.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

INFORMATION ONLY

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	08680	Folio	656	114	LP076932
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	70 Spring Street Thomastown VIC 3074
Goods sold with the land General condition 6.3(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price	\$
Deposit	\$
by dd/mm/yyyy	
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

--

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

--

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

--

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

--

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

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

Lease (general condition 5.1)

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

--

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

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

Terms contract (general condition 30)

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

--

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

--

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land.

This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic

Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

- (a) the parties agree that this contract is for the supply of a going concern; and

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the

purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with

the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute

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

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px; height: 20px;" type="text"/>	<input style="width: 300px; height: 20px;" type="text"/>
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In the presence of	Director(Sign)
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Witness

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px; height: 20px;" type="text"/>	<input style="width: 300px; height: 20px;" type="text"/>
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In the presence of	Director(Sign)
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Witness

Off the Plan Concession

FOR OWNER OCCUPIER ONLY

Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

Contract price including GST \times % of building works component = 100% building works components \$

\times % = \$

From (1) above From (2) above

Actual % of construction works completed after the contract %

100% building works \times Deemed % construction works after contract* = 100% building works components \$

Deemed construction costs after the contract \times after contract* = \$

\$ \times % = \$

From (3) above Please round up, ie 60%, 70%

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

The contract price (total price paid including GST) \$

From (1) above
Less the cost of construction occurring after the contract including GST less \$

From (5) above
The dutiable value for the lot Equals \$

INFORMATION ONLY

SPECIAL CONDITIONS ("SC")

1. PAYMENT

The Purchaser must pay all money due under this Contract to the Vendor or as directed by the Vendor or the Vendor's Conveyancer.

Payment shall be made or tendered by bank cheque or by a cheque drawn on an authorised deposit-taking institution provided that if the Vendor requests more than five (5) bank cheques the Purchaser may adjust the cost of any additional bank cheques against the Vendor.

2. ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC".

E C

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

2.9 The vendor must before settlement:

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

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. **ADJUSTMENT OF OUTGOINGS**

General Condition 23.2 shall not apply to this Contract.

All rates, taxes, assessments and outgoings, whatsoever levied in respect of the land for the current year; will be paid by the Vendor and borne by the Purchaser as from the date upon which the Purchaser becomes entitled to possession and will be apportioned between the Vendor and Purchaser as at that date.

4. **WARRANTIES and REPRESENTATIONS**

The Purchaser agrees that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract, and the Purchaser shall not be entitled to rely on any representations or promises whether oral, written or otherwise made by or on behalf of the Vendor except those set out in this Contract.

5. **ACCEPTANCE OF TITLE**

General condition 14 is hereby modified to include the following additional condition :

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6. **PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes

7. **STATUS OF IMPROVEMENTS**

The land and any improvements thereon is hereby sold as inspected by the purchaser.

The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise

The Vendor makes no representations as to whether the improvements on the land sold or any alterations or additions thereto comply with the Victorian Building Regulations or the requirements of the Local Municipal Council. The Purchaser shall not make any requisition, or claim any compensation in respect of any non-compliance with the regulations and the Purchaser shall not call upon the Vendor to bear any part whatsoever of the cost of complying with the regulations.

8. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (C'TH)**

8.1 The Purchaser warrants that he is not a foreign, resident or non-resident of Australia or is not otherwise required to obtain approval to enter into this contract.

8.2 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) requiring the obtaining of consent to this Contract do not apply to the Purchaser and to this Contract.

8.3 In the event of there being, a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

8.4 This warranty and indemnity shall not merge on completion of the Contract.

9. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

9.1 If there is more than one purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property (the proportions).

9.2 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 variation,

9.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

9.4 This Special Condition will not merge on completion.

10. PURCHASER'S INDEMNITY

The Purchaser acknowledges that any levy, special charges, liability or other obligations arising in connection with the property sold pursuant to any notice, order, demand, by law, resolution, regulation or other enactments made or issued after the date of this contract shall be borne wholly by the Purchaser as at and from the date of this contract and the Purchaser hereby indemnifies the Vendor against such liability.

11. DEFAULT

If the purchaser defaults in payment of any amount due under this contract then without prejudice to any other rights of the vendor the purchaser shall pay to the vendor interest at 2% higher than the rate for the time being fixed under the Penalty Interest Rates Act 1983 calculated on the amount overdue for the period of the default.

12. INTEREST, EXPENSES, COMPENSATION AND LEGAL COSTS

For the purpose of defining compensation for any reasonably foreseeable loss, 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,.

and shall include the following:

- 1. all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and all interest charged on such bridging finance:
- 2. accommodation expenses necessarily incurred by the Vendor:
- 3. a rescheduling settlement fee of \$250.00 for each and every rescheduling / rebooking of settlement from the due date to each and every alternative date thereafter:
- 4. all other legal and conveyancing costs and expenses payable by the vendor to its conveyancer;
- 5. any other amounts directly resulting from a breach by the Purchaser;
- 6. penalty interest as set out in Special Condition 10 herein

13. RESCISSION

Where the Purchaser defaults and the contract is rescinded by the Vendor, an amount equal to 10% of the price ('the security') shall be unconditionally forfeited to the Vendor. In addition, the Vendor may, at the Vendor's option, exercised within 12 months of the date of rescission, either

- (a) retain the land and sue for damages for breach of Contract; or
- (b) resell the land and recover any deficiency in the price on the re-sale and any resulting expenses by way of liquidated damages. In addition to the security the Vendor may retain any part of the price paid pending the determination of damages and may apply that money in whole or part satisfaction of those damages.

14. PURCHASER A COMPANY

In the event the Purchaser is a corporate entity then the person signing on behalf of the corporate purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause at least two Directors of the Purchaser Company to execute the Deed of Guarantee annexed hereto.

15. CHRISTMAS PERIOD

The due date for Settlement stipulated in the Particulars of Sale must not be between 20th December 2025 and 04th January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 05th January 2026.

17. SOLAR PANELS

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchasers;

(b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said.

18. AUCTION

The property is offered for sale by public auction, subject to the vendor reserve price. The Rules for conduct of the auction shall be set out in the schedules to the sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

19. AMENDMENT TO CONTRACT POST EXCHANGE

The purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of Deed of Variation.

The vendor's representative shall prepare a deed of Variation for a fee of \$385.00. The fee shall be payable by the party requesting the amendment. Should a purchaser be required to pay the cost of deed, the fee is to be allowed in the Statement of Adjustments are paid to the vendor's representative at settlement.

Any agreement to vary conditions of the contract of Sale shall not be binding if it is not made in accordance with this Special Condition.

20. SUBJECT TO FINANCE

General condition 20 is amended so far as it is inconstant with this special condition. For the purchaser to terminate this contract of sale, they will need to provide us the decline letter from the bank confirming that their finance was not approved.

21. ASSIGNMENT, RE-SALE AND NOMINATION BY PURCHASER

21.1 No re-sale or assignment before settlement: The Purchaser must not before settlement under this contract:

21.1.1 sell, transfer, grant an option, assign or otherwise in any way deal with its interest in the Property;

21.1.2 assign or otherwise deal with this contract or any right under this contract.

21.2 Nomination: Despite Special Condition 21.1 the Purchaser may nominate a Substitute Purchaser/Additional Purchaser if:

21.2.1 the Purchaser obtains the prior written consent of the Vendor which must be sought at least 10 Business Days before the settlement date;

21.2.2 the Purchaser gives the Vendor notice of nomination and provide fully executed nomination form;

21.2.3 the Purchaser is not in default under this contract at the time of the nomination;

21.2.4 a cheque payable by the nominee to the Vendor's Legal Practitioner or conveyancer for \$200 plus GST in respect of legal costs payable by the nominee under nomination.

21.3 If nominee is or includes a corporation other than a corporation listed on the Australian Stock Exchange limited, a recognised life assurance company or a statutory authority of the Commonwealth of Australia or any State or territory of the Commonwealth of Australia) then the Purchaser must contemporaneously with the execution of this Contract procure completion and execution of the guarantee annexed to this Contract by each of the directions and any ultimate holding company (as defined in the Corporations Law) of that corporation.

21.4 Purchaser remains liable

If the Purchaser nominates a Substitute Purchaser under this Special Condition, the Purchaser remains personally liable for the due performance of all of the purchaser's obligations under this contract.

21.5 Indemnity

The Purchaser indemnifies the Vendor against all loss (including consequential loss) suffered by the Vendor as a result of the Vendor relying upon any warranty in a Nomination Form.

22. CONDITION OF THE PROPERTY

22.1 The property and any chattels are sold:

(a) in their present condition and state of repair;

(b) subject to all defects latent and patent;

(c) subject to any infestations and dilapidation;

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

22.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information

in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

22.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

22.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

22.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

23. DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

24. DATE VARIATIONS

24.1 The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor's legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.

24.2 If the Purchaser requests for any variation of the key dates after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of \$250.00 for each and every date variation, including for any extensions of key dates and rescheduling of settlement date, with or without defaulting under the Contract.

25. DELAY

25.1 In case the Vendors shall be restrained or prevented in any manner whatsoever from conveying the title or complete the settlement for any reason by the original date for completion, the Vendors may extend the date for completion for a period(s), the total of which shall not exceed thirty (30) days from the original date for completion, by notice in writing to the Purchaser, which notice shall specify such extended date(s) for completion.

25.2 If there is such an extension and if the Vendors shall still be restrained or prevented from conveying the title or complete the settlement in terms of this Contract, the Vendors may terminate this contract by notice in writing to the Purchaser and all deposit and other monies received by the Vendors or stakeholder, on account of the purchase price, shall be refunded to the Purchaser.

25.3 Notwithstanding anything to the contrary in this Contract or at law, in the event the Vendors are for any reason unable to perform their obligations pursuant to the terms of this Contract, the Purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to

enforce any other remedies at law or in equity against the Vendors and that the Purchaser's only remedy in such event will be to determine the Contract. If this Contract is validly terminated by the Purchaser as a result of the default of the vendors, all monies paid under this Contract shall be refunded to the Purchaser without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all claims.

26. DELIVERY OF STATEMENT OF ADJUSTMENTS

The Purchaser's legal representative must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal representative no later than 5 Business Days before the Settlement Date. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of \$220.00 to the Vendor's legal representative.

27. WINDFALL GAINS TAX (IF APPLICABLE)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

28. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

29. MARKETING MATERIAL

The purchaser agrees that they have not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and have relied solely on their own searches, enquiries and due diligence.

30. ADDITION AND/OR REMOVAL OF SPECIAL CONDITIONS BY THE PURCHASER

No special conditions, hand-written or otherwise, will be taken to form part of the Contract of Sale unless the Vendor has provided fully informed consent to the addition and/or removal of special conditions in the Contract of Sale.

For the avoidance of doubt, fully-informed consent by the Vendor will only arise after the Vendor's legal representative has provided and the Vendor makes a decision to add and/or remove special conditions based on that advice.

If the Purchaser wishes to add and/or remove any special conditions in the Contract of Sale, the Purchaser must first inform the Vendor's representative of the changes requested.

The Vendor's representative must then advise the Vendor accordingly and the Vendor will make their decision to add and/or remove special conditions based on that advice.

If the above procedure is not strictly followed, then any special conditions added and/or removed will not be legally binding on the Vendor.

INFORMATION ONLY

DEED OF GUARANTEE

We, the persons named in the Schedule as "the Guarantors" (which expression shall also include the personal representations executors and trustees and administrators and other heirs and successors of such persons)

HEREBY AGREE AND DECLARE AS FOLLOWS THAT :

1. **IN CONSIDERATION** of the Vendor having entered into the Contract of Sale herewith with the Purchaser named in the Schedule as Purchaser of the Land described in the Schedule **DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of the purchase money, any interest thereon and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (such purchase money, interest and other moneys being hereinafter called "the Money Hereby Secured") **AND ALSO** the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations terms and conditions contained or implied in the Contract and on the part of the Purchaser to be performed and observed including all indemnities and **DO HEREBY ACKNOWLEDGE** that this Guarantee is given upon and with the benefit of the following conditions:
 - (1) The Vendor shall have the fullest possible liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers, rights, authorities and discretions conferred by or arising by the virtue of the Contract and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the Money Hereby Secured under the Contract or any other covenants contained or implied therein or any other remedies or securities available to the Vendor. The Guarantors shall not be released by any exercise by the Vendor of the powers, rights, authorities and discretions aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating sureties would, but for this provision, have the effect of so releasing the Guarantors.
 - (2) This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the Moneys Hereby Secured or by any settlement of account intervening payment or by any matter or thing whatsoever and shall remain in full force and effect throughout and until the whole of the purchase moneys have been received by the Vendor.
 - (3) This Guarantee shall not be affected or prejudiced by any variation extension or modification of the Contract.
 - (4) This Guarantee shall not effect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such security or by the Vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any caches or mistakes on the part of the Vendor.
 - {5} Until the Vendor shall have received all Moneys Hereby Secured the Guarantors shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any payment out of any liquidation of the Purchaser and in the event the Purchaser enters into liquidation or into a scheme of arrangement the Guarantors shall not be entitled to prove or claim in such liquidation or scheme in competition with the Vendor as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors the full amount of the Moneys Hereby Secured.
 - (6) This Guarantee shall enure for the benefit of the Vendor and its successors assigns and transferees
 - (7) If any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's right to recover such payment from the Guarantors to the intent that the Vendor shall with respect to it's rights to recover pursuant to this Guarantee the Moneys Hereby Secured be restored to the same position in which it would have been had such payment not been made.

- (8) The Vendor shall have the fullest liberty without affecting this Guarantee to exercise its powers, rights, authorities and discretions to pursue recovery of the Moneys Hereby Secured or any part thereof against one or more of the Guarantors and to compromise the liability of any Guarantor and to release any Guarantor without thereby releasing the other Guarantors, and the Vendor may pursue recovery of the Moneys Hereby Secured against each of any of the Guarantors successively whether recovering any Moneys Hereby Secured or not until such time as the whole of the moneys has been paid to and received by the Vendor.
 - (9) No demand is necessary on the Purchaser or enforcement. The Guarantors are liable for all payments on demand if the Purchaser has not paid.
2. **FOR** the consideration aforesaid and as a separate and severable covenant the Guarantors **HEREBY JOINTLY AND SEVERALLY AGREE** to indemnify the Vendor not only by reason of non-payment by the Purchaser of the Moneys Hereby Secured but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the Contract or by reason of any disclaimer of the Contract by any liquidator of the Purchaser upon winding-up of the Purchaser and also due to any failure of the Purchaser to fully indemnify the Vendor pursuant to any terms and conditions in this Contract.
 3. **ANY** demand or notice hereunder to be made upon or given to the Guarantors by or on behalf of the Vendor shall be deemed to be duly made or given if the same be in writing and signed by the Vendor or its Solicitors and the same be left at or sent through the post in a prepaid letter addressed to the Guarantor or Guarantors concerned at his or their address or addresses herein specified or other his or their address of addresses last known to the Vendor. Any demand so sent by post shall be deemed to have been duly served at the expiration of twenty four (24) hours from the time of its posting.
 4. **THE** expression "the Purchaser" referred to herein shall mean and include each and every one of the Purchasers described in the Schedule notwithstanding that they may have entered into the Contract to purchase the said land as tenants in common in the respective shares described therein.

SCHEDULE

1. THE GUARANTORS:

Name : Address :

Name : Address :

Name : Address :

2. THE VENDOR:

3. THE PURCHASER:

4. THE CONTRACT OF SALE: Dated :
between the Vendor and the Purchaser in respect of the land.

4. THE LAND: Address :
Volume : Folio
Lot on Plan of subdivision

DATED this day of 20

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SECTION 32

STATEMENT

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

Vendor:	Jessica Kang Hoang
----------------	--------------------

Property:	70 Spring Street Thomastown VIC 3074
------------------	--------------------------------------

VENDORS REPRESENTATIVE

Gill Conveyancing

PO Box 472
Craigieburn VIC 3064

Tel: 0470 549 943
Email: info@gillconveyancing.com.au

Ref: 2026/2

SECTION 32 STATEMENT

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed \$5,000.00P.A.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

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

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

- (b) BUSHFIRE

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

- (c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT

(d) PLANNING

Planning Scheme: City Of Whittlesea
Responsible Authority: City Of Whittlesea
Zoning: See attached certificate
Planning Overlay/s: See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	CONNECTED
Gas supply	CONNECTED
Water supply	CONNECTED
Sewerage	CONNECTED
Telephone services	CONNECTED

SECTION 32 STATEMENT

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

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Jessica Kang Hoang

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

INFORMATION ONLY

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

Page 1 of 1

VOLUME 08680 FOLIO 656

Security no : 124130712999G
Produced 12/12/2025 11:13 AM

LAND DESCRIPTION

Lot 114 on Plan of Subdivision 076932.
PARENT TITLE Volume 08640 Folio 754
Created by instrument LP076932 27/07/1967

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JESSICA KANG HOANG of 4 PARK ROAD NOBLE PARK VIC 3174
AK851763N 21/01/2014

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT D236410 07/11/1968

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

DIAGRAM LOCATION

SEE LP076932 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: 70 SPRING STREET THOMASTOWN VIC 3074

DOCUMENT END

Security No : 124130713001E
Produced 12/12/2025 11:13 AM

Volume 8680 Folio 656

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

STATEMENT END

INFORMATION ONLY



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP076932
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/12/2025 11:13

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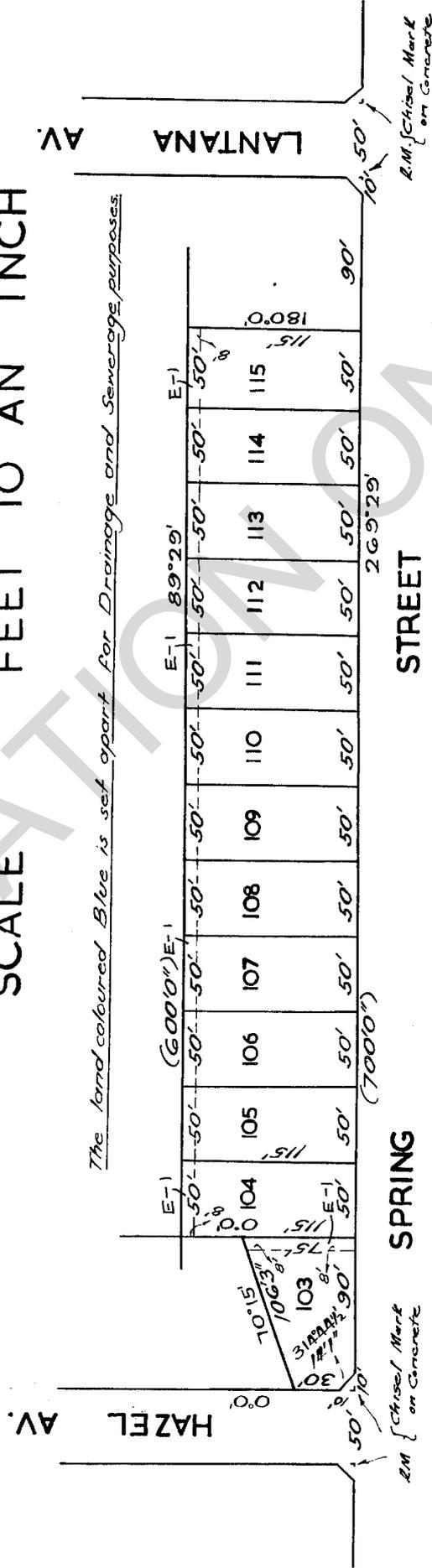
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PLAN OF SUBDIVISION
 PART OF CROWN SECTION 22
 PARISH OF KEELBUNDORA

REF. 3859^c
 COUNTY OF BOURKE

COLOUR CONVERSION
 E-1 = BLUE

SCALE FEET TO AN INCH



(Lot Nos. 1-102 are omitted from this plan.)

CERTIFICATE OF TITLE V. 6640 F. 754.
 LODGED BY EVANS, GUS S & CO.
 DATE 10.3.67.
 DECLARED BY R. J. BARKER 15.11.66.
 CONSENT OF COUNCIL SHIRE OF
WHITTLESEA.
6.2.67.
 PLAN APPROVED DATE 4.7.67. TIME 4.8.

LP ..76932.....
 BACK OF SHEET .../.....

THE LAND COLOURED BLUE
 IS APPROPRIATED
 OR SET APART FOR
 EASEMENTS OF DRAINAGE AND SEWERAGE.

INFORMATION ONLY



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0236410

RIGBY & FIELDING

0236410

HOLT NEWMAN & HOLT

*** 12.00 A RT T

10-39 115014 NOV-7-68

NO CERT

~~A. S. W. LAWSON HUGHES & CO.~~

VICTORIA

TRANSFER OF LAND

RECON DEVELOPMENT PTY. LTD. of 495 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ELEVEN THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$11,150.00) paid to it by CHARLES BORG Labourer and LENA BORG Married Woman both of Lot 114 Spring Street Thomastown DO TH HEREBY TRANSFER to the said Charles Borg and Lena Borg (hereinafter called "the transferees") ALL its estate and interest in ALL THAT piece of land being Lot 114 on Plan of Subdivision No. 76932 lodged in the Office of Titles Parish of Keelbundora and being the whole of the land more particularly described in Certificate of Title Volume 8680 Folio 656 AND the transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every other lot on the said Plan of Subdivision other than the land hereby transferred and ^{be} set out as an encumbrance at the foot of the Certificate of Title to be issued pursuant to this Transfer for themselves their heirs executors administrators and transferees HEREBY COVENANT with the said Recon Development Pty. Ltd. its successors and transferees and other the registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision other than the land hereby transferred and their respective heirs executors administrators and transferees that they shall not at any time hereafter erect construct or build or cause to be erected constructed or built on the land or any part thereof any house or building not built of brick stone concrete or brick veneer.

DATED this do 3rd not day of October 1968

SEALED by RECON DEVELOPMENTS PTY. LTD.
 by IAN LIONEL KEMP and NICHOLAS MacDONALD
FELL HOLT its duly appointed Attorneys
 under Power of Attorney registered in the
 Office of the Registrar General in the
 State of Victoria and numbered 155037 in
 the presence of:

Nicholas Holt
Ian Kemp

8/168

VICTORIA-31111111111111111111

NOV--6-68 6 6 5 5 2 9 6 9 6 3 4

LE A 1015****108-00

R 20
11
68



DD236410-1-1

SIGNED by the said CHARLES BORG)
and LENA BORG in Victoria in the
presence of:

x [Signature] x

x Charles Borg x
C. Borg
x Lena Borg x
L. Borg

ENCUMBRANCES REFERRED TO

Any easements implied under section 98 of the Transfer of Land Act.
The encumbrances (if any) set out on the face of the said Certificate of Title

INFORMATION ONLY

INFORMATION ONLY



DD236410-2-8

DATED

REGON DEVELOPMENT PTY. LTD.

- to -

BORG C. & L.

TRANSFER OF LAND

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



H.S.W. LAWSON HUGHES & CO.
Solicitors,
357 Little Collins Street,
MELBOURNE. 67-6214

JCE:MAS:RO

168-00

From www.planning.vic.gov.au at 16 December 2025 06:08 PM

PROPERTY DETAILS

Address: **70 SPRING STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 114 LP76932**
Standard Parcel Identifier (SPI): **114\LP76932**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **328039**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 G8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Planning Zones

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

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



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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

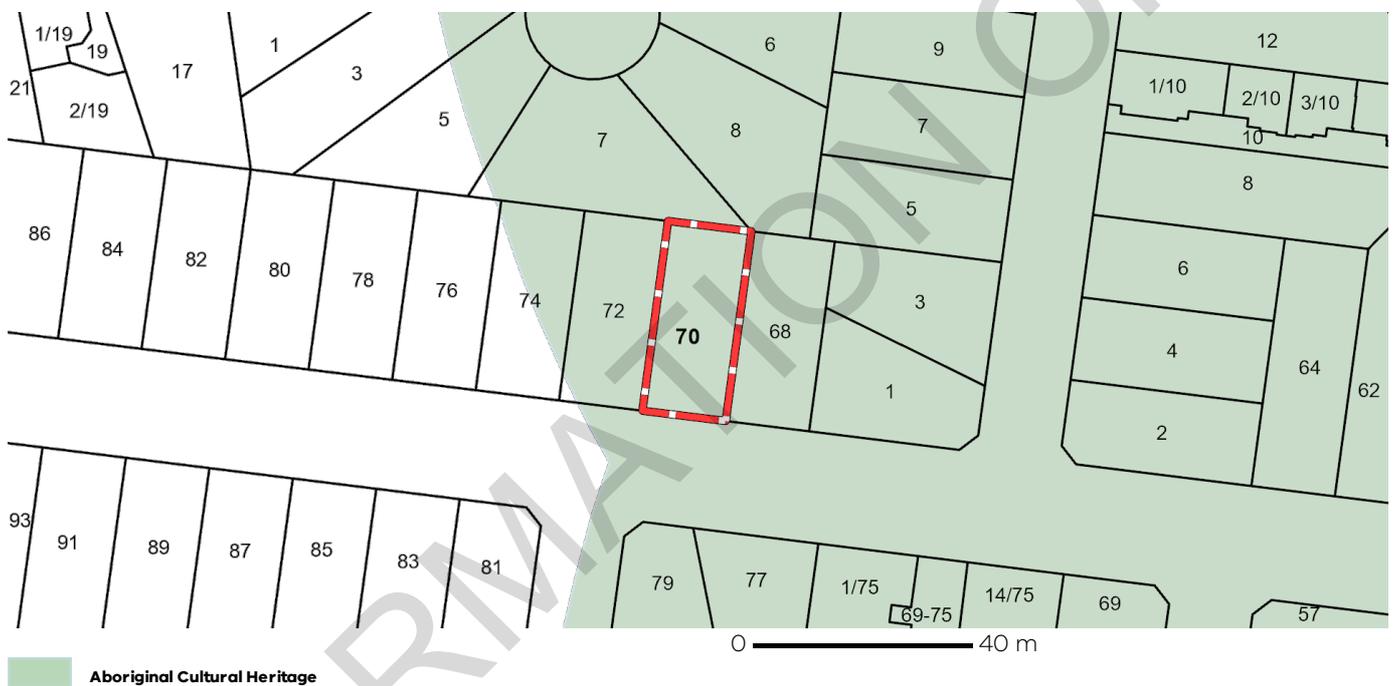
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 10 December 2025.

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

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

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

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

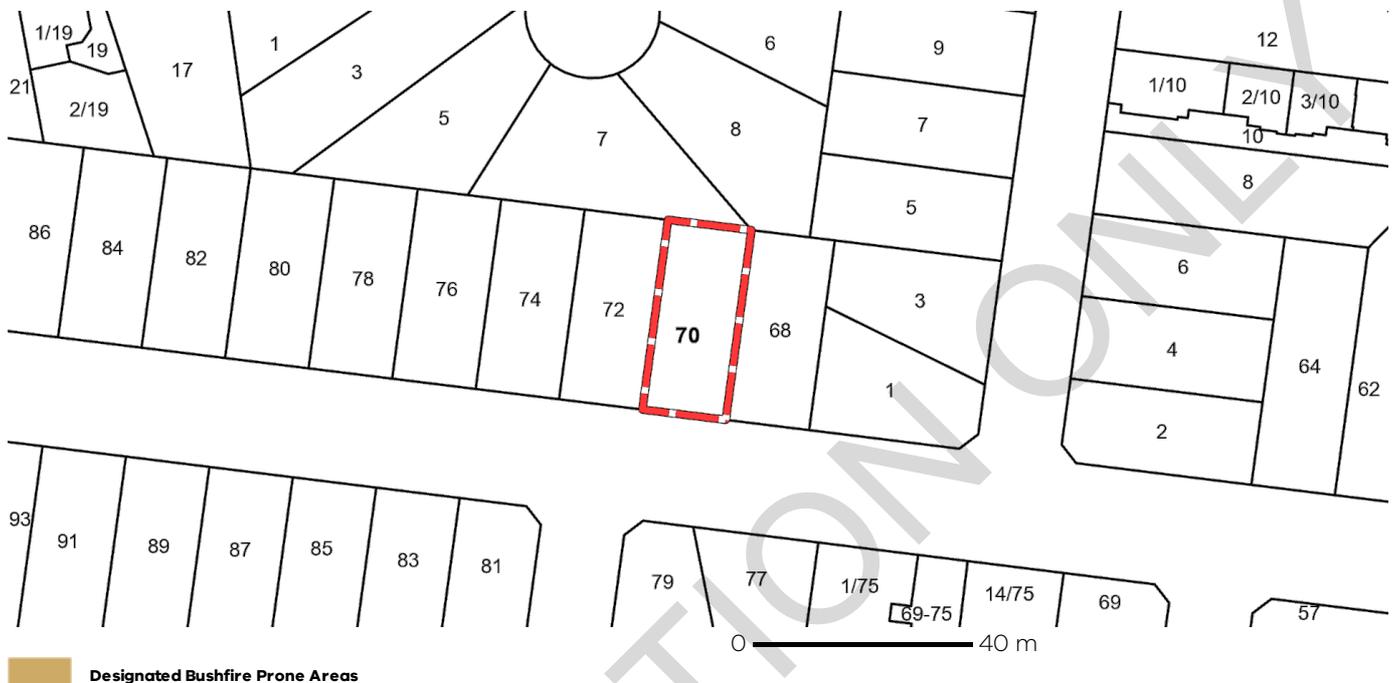
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Created at 16 December 2025 06:18 PM

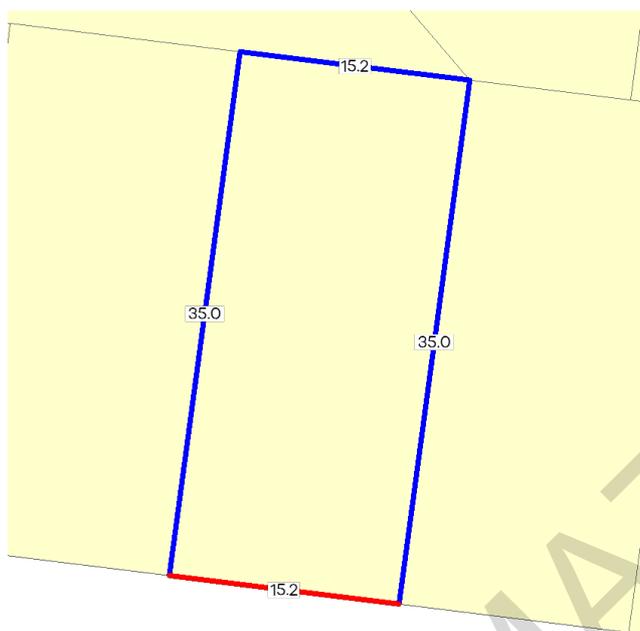
PROPERTY DETAILS

Address: **70 SPRING STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 114 LP76932**
Standard Parcel Identifier (SPI): **114\LP76932**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **328039**
Directory Reference: **Melway 8 G8**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 534 sq. m

Perimeter: 101 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

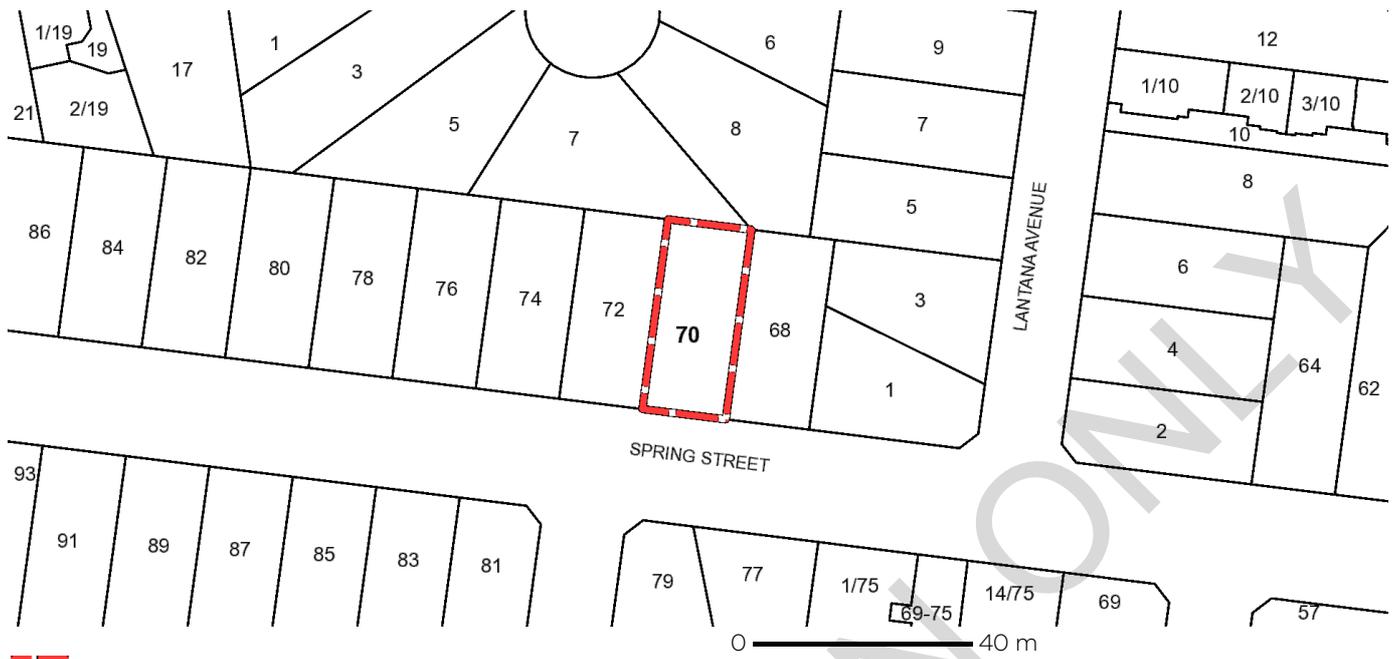
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Date of issue
07/01/2026

Assessment No.
328039

Certificate No.
179967

Your reference
89941715:131809454

Dye & Durham Australia Pty Ltd
PO Box 447
SOUTH MELBOURNE VIC 3205

Land information certificate for the rating year ending 30 June 2026

Property location: 70 Spring Street THOMASTOWN 3074

Description: LOT: 114 LP: 76932

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$650,000	\$480,000	\$32,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,536.82
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$112.45
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 07/01/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,099.22
Balance of rates & charges due:	\$1,096.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,096.00
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **328039**



Phone 1300 301 185
Ref **328039**



Billers Code **5157**
Ref **328039**

5th January 2026

GILL CONVEYANCING

Dear GILL CONVEYANCING,

RE: Application for Water Information Statement

Property Address:	70 SPRING STREET THOMASTOWN 3074
Applicant	GILL CONVEYANCING
Information Statement	31000812
Conveyancing Account Number	6217694210
Your Reference	70 Spring

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	70 SPRING STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	70 SPRING STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 31000812**

Address	70 SPRING STREET THOMASTOWN 3074
Date	05/01/2026
Scale	1:1000

ABN 93 066 902 501

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

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

GILL CONVEYANCING
info@gillconveyancing.com.au

RATES CERTIFICATE

Account No: 7399130026
Rate Certificate No: 31000812

Date of Issue: 05/01/2026
Your Ref: 70 Spring

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
70 SPRING ST, THOMASTOWN VIC 3074	114\LP76932	1233552	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	01-10-2025 to 27-10-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$195.98 cr
	Total for This Property		-\$2.30 cr



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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: 1233552

Address: 70 SPRING ST, THOMASTOWN VIC 3074

Water Information Statement Number: 31000812

HOW TO PAY



Bill Code: 314567
Ref: 73991300262

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



GILL CONVEYANCING

Your Reference: 2026/2 70 SPRING STREET

Certificate No: 95024164

Issue Date: 14 JAN 2026

Enquiries: MXS26

Land Address: 70 SPRING STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13854070			8680	656	\$2,179.46

Vendor: JESSICA KANG HOANG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MS JESSICA KANG	2026	\$480,000	\$2,179.46	\$0.00	\$2,179.46

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
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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): \$650,000

SITE VALUE (SV): \$480,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$2,179.46

Notes to Certificate - Land Tax

Certificate No: 95024164

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,890.00

Taxable Value = \$480,000

Calculated as \$1,350 plus (\$480,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

Calculated as \$650,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 95024164

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: 95024164

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



GILL CONVEYANCING

Your Reference: 2026/2 70 Spring Street

Certificate No: 95024164

Issue Date: 14 JAN 2026

Enquires: MXS26

Land Address: 70 SPRING STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13854070			8680	656	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$650,000
SITE VALUE:	\$480,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95024164

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



GILL CONVEYANCING

Your Reference: 2026/2 70 SPRING STREET

Certificate No: 95024164

Issue Date: 14 JAN 2026

Land Address: 70 SPRING STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
		8680	656

Vendor: JESSICA KANG HOANG

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: 95024164

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



Bill Code: 416073
Ref: 95024162

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: 95024162

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.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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