CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Vendor: **ELOISE MAREE COOPER**
Property address: **182 THE BOULEVARD, 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; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....

..... on ...../ ..... /2024

Print name(s) of person(s) signing

State nature of authority if applicable .....

***Please Note - It is the Purchasers' responsibility to ensure the Contract correctly states the proportions in which they are buying as at the date of sale. Please refer to Special Condition 3 of the Contract of Sale.**

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

SIGNED BY THE VENDOR .....

..... On / /2024

Print name(s) of person(s) signing ELOISE MAREE COOPER

State nature of authority if applicable

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

you bought the property at 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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

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IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

(a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;

(b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and

(c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Harcourts Rata & Co – Thomastown

Address: Unit 1/337 Settlement Road, Thomastown Vic 3074

Email:

Tel: 9465 7766 Mob: Fax: Ref:

VENDOR

Name: ELOISE MAREE COOPER

Address:

ABN/ACN:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Rock Conveyancing Services

Address: 19 Waterway Boulevard, Doreen VIC 3754

Email: katie.rock.conveyancing@gmail.com

Tel: 0418 995 249 Mob: Fax: Ref: COOPER SALE

PURCHASER

Name:

Address:

ABN/ACN:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

LAND (general condition 7)

The land together with any improvements known as:-

described in the table below-

Certificate of Title reference				Being lot	On plan
Volume	8890	Folio	774	30	PS091314
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.

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PROPERTY ADDRESS

The address of the land is: **182 THE BOULEVARD, THOMASTOWN VIC 3074**

GOODS SOLD WITH THE LAND (list or attach schedule)

All fixed floor coverings, fixed light fittings and fixed window furnishings (insert/delete as required)

PAYMENT

Price $

Deposit $ _____ By (of which $ has been paid)

Balance $ _____ payable at settlement

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 (Special Condition 22 & General Condition 17)

is due on

Agents:- Settlement shall not be scheduled between 16th April – 23rd April 2025 as this office will be closed. Please DO NOT choose a settlement date between these periods

LEASE

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

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

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)

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 if this box is ticked)**

☐ **Pest Report (General Condition 22 applies if this box is ticked)**

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SPECIAL CONDITIONS

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

Special conditions

Note: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial beside each special condition;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space.

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

SPECIAL CONDITIONS

1. Condition of the Property

   The Purchaser acknowledges that he/she has inspected the property hereby sold. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that he/she is purchasing the property in its present condition.

2. Identity of the Land

   The Purchaser hereby admits that the land offered for sale is identical to the land described in the title particulars offered by the Vendor as the Title to such land. The Purchaser shall not claim any compensation or make any requisition for any discrepancies in actual area, measurements, boundaries or position of the land. The Purchaser shall not be entitled to call upon the Vendor to amend title or to bear all or contribute to the costs of any amendment of Title.

3. Purchaser buying in unequal shares

   If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the date of sale, the proportions in which they are buying the property "the proportions"

   Name: _____ _____%

   Name: _____ _____%

   Name: _____ _____ %

   Name: _____ _____%

   TOTAL: 100%

4. Electronic Conveyancing

EC

   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"

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4.1. 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.*

4.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

4.3. 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*

(c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

4.4. 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.

4.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6. Settlement occurs when the workspace records that:

(a) The exchange of funds or value between financial institutions in accordance with the instruction 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.

4.7. 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.

4.8. 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.

4.9. The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchasers' nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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(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 vendors 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 purchasers' nominee on notification of settlement by the Electronic Network Operator.

4.10. 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.

5. GST WITHHOLDING

5.1. 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

5.2. This special condition 5 applies if the purchaser is 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 special condition 5.1 is to be taken as relieving the vendor from compliance with section 14-255.

5.3. 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.

5.4. 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 special condition; and

(b) ensure that the representative does so.

5.5. 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 special 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

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(c) otherwise comply, or ensure compliance, with this special condition;

despite:

(i) any contrary instructions, other than from both the purchaser and the vendor; and

(ii) any other provision in this contract to the contrary.

5.6. The representative is taken to have complied with the requirements of special condition 5.5 if:

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

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7. 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 settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

(a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(b) 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.

5.8. The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

5.10. 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

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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.

5.11. 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 the vendor's failure, including breach of a warranty in special condition 5.10 ; or

(b) the purchaser's 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.

5.12. This special condition will not merge on settlement.

6. Property Restrictions

The property is sold subject to any restrictions as to use under any act, order, plan, scheme, regulation, by-law or condition in any legislation or made by any authority empowered to form legislation to control land use. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any such requisition or objection nor claim any compensation from the Vendor in respect of compliance or non-compliance thereof.

7. Contract as Sole Agreement

7.1. It is agreed by both the Vendor and Purchaser that this Contract sets out all the terms and conditions for this sale and that there is no promise, condition, representation or warranty which is not set out or expressly referred to herein being relied upon by either Party.

7.2. The Purchaser acknowledges and declares that the property has been purchased as a result of the Purchaser's own enquiries. The Purchaser does not rely on any representation made by the Vendor or its servants, agents and employees.

8. Purchaser's Acknowledgement

The Purchaser hereby acknowledges that prior to signing this Contract or any other agreement or document in relation to the purchaser of the said land it received from the Vendor or his Agent, a Statement in respect to the property prepared by the Vendor pursuant to and in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract together with the Due Diligence checklist for Purchasers.

9. Joint and Several

If there shall be more than one Purchaser, this Contract will bind them and be enforceable against each person jointly and severally.

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10. Deposit

10.1. The deposit shall be paid to the Vendor's agent and remitted to the Vendor's solicitors to be held on trust for the Purchaser until settlement is effected. All other moneys shall be paid by such bank cheques drawn in favour of such payees as may be directed by the Solicitors for the Vendor.

10.2. Should this Contract of Sale be avoided through no fault of the Purchaser then interest in such account shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor.

10.3. In either event financial institutions duty and bank accounts debit tax may be deducted from interest paid and if a Tax File Number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.

11. Guarantee

If the Purchaser is or includes a corporation, all of its directors must jointly and severally guarantee the due and punctual observance and performance of the Purchaser's obligations under this Contract. A Principal of the persons who signs the Contract shall, prior to the signing, disclose the full names and addresses of the directors and shall be deemed to have authority to sign the Contract. The Purchaser must procure the Guarantors to execute and deliver to the Vendor a joint and several guarantee of the obligations of the Purchaser under this Contract in the form of the Guarantee annexed to this Contract.

12. Vendor's Warranties

12.1. The warranties in this Special Condition, replaces the Purchasers right to make any requisitions and inquiries and the Purchaser is not entitled to deliver any other requisitions or enquiries.

12.2. 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 lease or granted a pre-emptive right which is current over the land and which give another party rights which has 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.

12.3. The Vendor further warrants that the Vendor has no knowledge of any of the following

(a) public rights of way over the land;

(b) lease or other possessory agreement affecting the land;

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(c) notice or order affecting the land which will not be dealt with at settlement, other than the usual rates notices and any land tax notices;

(d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

13. Penalty Interest

General Condition 33 shall be deleted and replaced as follows:-

The penalty interest payable on late settlements are calculated at the rate of 4% per annum plus the rate from the time before fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

14. Goods & Services Tax ("GST")

14.1. This Contract is inclusive of GST (as defined in A New Tax System Goods and Services Tax Act 1999). The Purchaser is not required to pay or reimburse the Vendor any monies in respect of any GST payments.

14.2. The Vendor and the Purchaser agree that to the extent that if this Contract provides for a supply of real property, the Vendor will apply the Margin Scheme in relation to that supply of real property in determining the amount of GST payable by the Vendor on the sale of the Property.

14.3. The Vendor will at its absolute discretion determine the GST payable in respect of the Vendor's margin on the supply of the real property being supplied under this Contract of Sale (excluding any chattels or other things being supplied under this Contract of Sale).

15. Adjustments

15.1. All rates, taxes (excluding land tax and windfall gains tax), assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement.

15.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement.

16. Service of Notices

Either party may, submit any notice or demand under or pursuant to this Contract of Sale by facsimile transmission to the facsimile number of the solicitor of the other party. Service shall be deemed to have occurred at the time recorded on a transmission report of the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

17. No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other moneys payable under this Contract of Sale and otherwise to pay, perform and observe the terms and conditions of this Contract of Sale shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation be or be deemed to be waived, diminished, varied, prejudiced or

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otherwise affected by any time or indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser otherwise than in accordance with the Contract of Sale. Time shall be and remain of the essence of this Contract of Sale notwithstanding any act or omission on the part of the Vendor.

18. Non Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, shall not merge on completion and shall continue in full force and effect.

19. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal, then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

20. Breach

General Condition 32 shall be replaced as follows:-

The Vendor gives notice to the Purchaser, that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the particulars of sale, or such further date as may be agreed in writing between the parties, the Vendor may incur the following further additional expenses and losses from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of the purchase money pursuant to General Condition 32 herein:

20.1. Interest payable by the Vendor under any existing mortgage over the property sold from the due date;

20.2. Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;

20.3. Costs and expenses as between the Vendors conveyancer and the vendor;

20.4. Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendors purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

21. Costs for rescheduled Settlement

The Purchaser shall pay the Vendors rep $220.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

22. Christmas & New Year Period

22.1. If a settlement date is chosen during the Christmas/New Year Period between 21 December – 14 January (the closure period) in any calendar year in which settlement is agreed to occur, then all parties agree that settlement will be set on 15 January of the following calendar year;

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22.2. The Purchaser shall not be entitled to issue a Default and/or Recission Notice during this period or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition;

22.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Friday 20th December 2024, settlement will be delayed until 15 January 2025. For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Recission Notice on the Purchaser at any time after the Purchaser is deemed to be in default under the Contract. The Purchaser shall also be responsible for the Vendors losses including but not limited to the payment of the following which is to be paid at settlement:-

22.3.1. Vendors legal fees pursuant to Special Condition 20;

22.3.2. Penalty interest pursuant to Special Condition 13.

23. Spa

The Vendor discloses the spa on the property is not be permitted nor contain a barrier and may not meet current building regulations. The Purchaser assumes all responsibility for the spa and will not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract for any non-compliance of spa/barrier nor require any Permit/Certificate of Final inspection be produced.

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Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines:-

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

2. An agreed Statement of Facts must be signed by all parties and referring solicitors and must include:

2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are agreed between the parties.

2.2 A copy of all relevant documents.

2.3 The issues, based on the agreed facts, to be decided by the Committee.

2.4 Applications for disputes to be decided by the Committee shall include an agreement by the Referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.

3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form is set out on page C 30 of the Conveyancing Diary or may be obtained from the Property Law Section of the Institute.

4. An administration fee of $50.00 for each referring solicitor must be paid to the Institute when the application is lodged.

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

6. The Committee reserves the right-

    a. to call for further and better particulars in order to make a decision.

    b. to refuse to decide any dispute, in which case any fees will be refunded in full.

7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

INFORMATION ONLY

To: The Vendor Named
in the Contract

GUARANTEE & INDEMNITY

1. The "Guarantor", "Vendor" and "Purchaser" and the "Contract" are set out in the schedule.

2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor;

   2.1 agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser.

   2.2 guarantees the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations.

3. 3.1 If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.

   3.2 This Guarantee and indemnity is and will be unconditional and a continuing guarantee and indemnity and is not affected nor released by any waiver, neglect or forbearance by the Vendor in enforcing any of its rights under the Contract of Sale.

SCHEDULE

Guarantor:

Vendor:

Purchaser:

Contract: The Contract executed between the Vendor and the Purchaser as attached hereto.

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:) ……..

……
Witness Signature

……
Witness Name

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:) ……

…….
Witness signature

…….
Witness Name

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NOTICE TO PURCHASER

Property: 182 THE BOULEVARD, THOMASTOWN

Vendor: **ELOISE MAREE COOPER**

ABN: ***(insert if applicable)***

1. ~~**The above property is a new residential premises or potential residential premises.**~~

   ~~**Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: $.....**~~
   ~~**The payment will be required to be paid on:** ***(insert settlement date)***~~
   ~~**OR**~~

2. **The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1. In this general condition “electronic signature“ means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2. The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3. Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4. This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5. Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6. Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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.

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

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

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

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

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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

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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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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 1.14 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

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

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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

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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

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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;

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(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

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

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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 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

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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

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settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

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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

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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

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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.

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Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	**ELOISE MAREE COOPER**
Property:	**182 THE BOULEVARD, THOMASTOWN VIC 3074**

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

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DETAILS MUST BE ATTACHED WHERE NECESSARY, IF INSUFFICIENT SPACE IS AVAILABLE. DELETE AS APPROPRIATE WHEREVER ASTERISK (*) APPEARS.

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate(s).

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.5 AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	1.6 ☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.7 Date: 1.8 OR 1.9 ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This Section 2.1 only applies if this Vendor Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

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

Not Applicable

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3. LAND USE

3.1 Easements, Covenants or other Similar Restrictions

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

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

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction

However, please note that underground electricity cables, sewers or drains may be laid outside registered easements. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) whether known to the Vendor or not. The Purchaser should make their own enquiries including whether any structures or buildings are constructed over any easements prior to signing the Contract of Sale, otherwise the Purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property the Purchaser purchases the property subject to the Strata Titles Act 1967 and/or the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X" ☐

3.4 Planning Scheme

Attached is a certificate with the required specific information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendors' title and the purchaser shall not make a requisition or objection, not be entitled to any compensation of the vendor thereof.

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4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

Not Applicable

4.3 Compulsory Acquisition

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

Not Applicable

5. BUILDING PERMITS

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

Not Applicable

The Purchaser acknowledges that he/she has purchased the property as a result of his/her own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all

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relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendors title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

6. OWNERS CORPORATION

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

Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable

8. SERVICES

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

Electricity supply ☐	**Gas supply** ☐	**Water supply** ☐	**Sewerage** ☐	**Telephone services** ☐

WARNING TO PURCHASER

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular **whether sewerage is connected.** Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of an incidental to the transfer, connection or re-connection to the land services you require. The Vendor makes no representations that any of the services are adequate for the purchasers proposed use and the purchaser should make their own enquiries.

9. TITLE

Attached are the copies of the following documents:

9.1 (a) **Registered Title**

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

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10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This Section 10.2 only applies if the land is part of a staged subdivision within the meaning of Section 32 of the *Subdivision Act 1988.*

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000 square metres but does not include a

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building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date).

12. SWIMMING POOLS & SMOKE ALARMS

In the event than an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the accessby young children to the body of water. Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Buidings Regulations 2006 within 30 days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing smoke alarms.

13. DUE DILIGENCE CHECKLIST

(*The Sale of Land Act 1962 provides that the Vendor or the Vendors Licensed Estate Agent must make a prescribed Due Diligence Checklist available to Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The Due Diligence Checklist NOT required to be provided with or attached to, this Vendor Statement but the Checklist may be attached as a matter of convenience*).

14. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this Section 13).
(Additional information may be added to this Section 13 where there is insufficient space in any of the earlier sections).
(Attached is an "additional Vendors Statement" if Section 1.3 (Terms Contract) or Section 1.4 (Sale subject to Mortgage applies).

DATE OF THIS STATEMENT ____ / ____ / 20 **24**

Name of the Vendor

ELOISE MAREE COOPER

Signature/s of the Vendor

×

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

DATE OF THIS ACKNOWLEDGMENT / / 20 **24**

Name of the Purchaser

Signature/s of the Purchaser

x x

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IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(a)).

Terms contracts

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

VENDOR UNDERTAKINGS ONLY TO VENDORS REPRESENTATIVES

I confirm that this statement and the representations and any warranties in lieu of requisitions included in the General Conditions of the Contract of Sale have been prepared solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure or all relevant information. I am aware that Katie Rock of Rock Conveyancing Services only has been employed to prepare this document, in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any encumbrance not disclosed in this document. (c) any failure to obtain necessary planning, building or other permits. (d) the property being affected by any environmental issues, Landslip, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to undertaking of repairs of the property. (f) my occupation of any adjacent land which is not contained in land being sold. (g) any buildings erected over any easements (h) any rights over the land (i.e. roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may affect the land being sold. By signing this Vendors' Statement, I acknowledge that I have read this statement, all the documents and that I will read the representations and warranties to be given by me in lieu of requisitions in the General Conditions contained in the Contract of Sale and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995, the Owners Corporation Act 2006 and/or any other Act or regulation. I agree that this Statement and the documents herewith (including the search of the title) must be updated at the expiration of six (6) calendar months from the date of the search of title herewith and that I will not hold Katie Rock of Rock Conveyancing Services responsible if the Vendor's Statement is not so updated.

Further I accept that Katie Rock of Rock Conveyancing Services does not authorise the use of this Vendor's Statement by any real estate agent other than the one to whom it is first forwarded to by Rock Conveyancing Services and that I must instruct Rock Conveyancing Services to prepare a new Vendors' Statement if I change real estate agents.

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

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Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08890 FOLIO 774

Security no : 124119920944C
Produced 18/11/2024 11:16 AM

LAND DESCRIPTION

Lot 30 on Plan of Subdivision 091314.
PARENT TITLE Volume 05520 Folio 991
Created by instrument LP091314 04/08/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ELOISE MAREE COOPER of 182 THE BOULEVARD THOMASTOWN VIC 3074
AV869572A 19/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV869573X 19/07/2022
PEPPER FINANCE CORPORATION LTD

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

DIAGRAM LOCATION

SEE LP091314 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: 182 THE BOULEVARD THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 19/07/2022

DOCUMENT END

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Document Type	**Plan**
Document Identification	**LP091314**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**18/11/2024 11:16**

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LP91314
EDITION 4
PLAN APPROVED 8/7/71

PLAN OF SUBDIVISION
OF PART OF CROWN PORTION 26

PARISH OF KEELBUNDORA

COUNTY OF BOURKE

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

VOL.5520 FOL.991

4

APPROPRIATIONS

THE LAND COLOURED BROWN IS SET APART FOR EASEMENTS OF WAY AND DRAINAGE.
THE LAND COLOURED BLUE AND BLUE HATCHED IS SET APART FOR DRAINAGE AND SEWERAGE PURPOSES.

ENCUMBRANCES

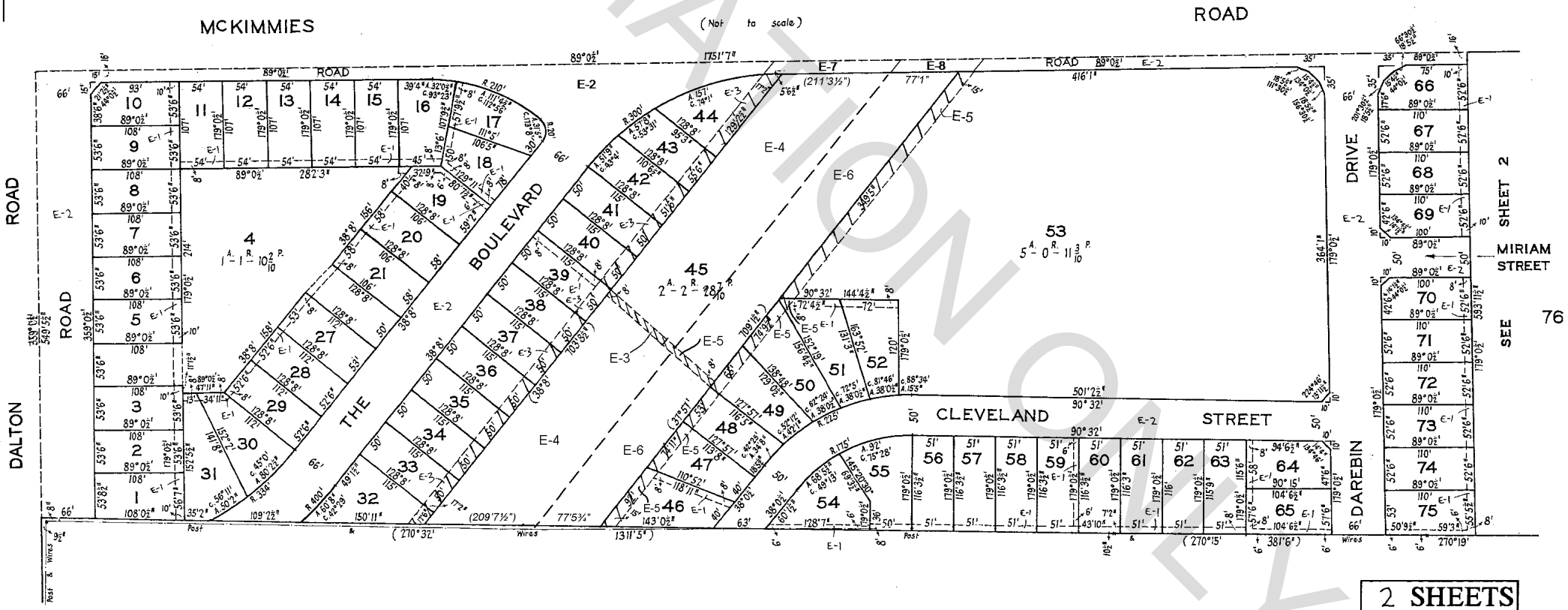
AS TO THE LAND MARKED **E-3, E-4 & E-7**
THE EASEMENT TO THE STATE ELECTRICITY COMMISSION OF VICTORIA CREATED BY INSTRUMENT No 2600505

AS TO THE LAND MARKED **E-5, E-6 & E-8**
THE EASEMENT TO THE STATE ELECTRICITY COMMISSION OF VICTORIA CREATED BY INSTRUMENT No 1210049

NOTATIONS

LOTS 22-26 INCLUSIVE HAVE BEEN OMITTED

COLOUR CODE
E-1 = BLUE
E-2, E-7 & E-8 = BROWN
E-3 & E-5 = BLUE HATCHED



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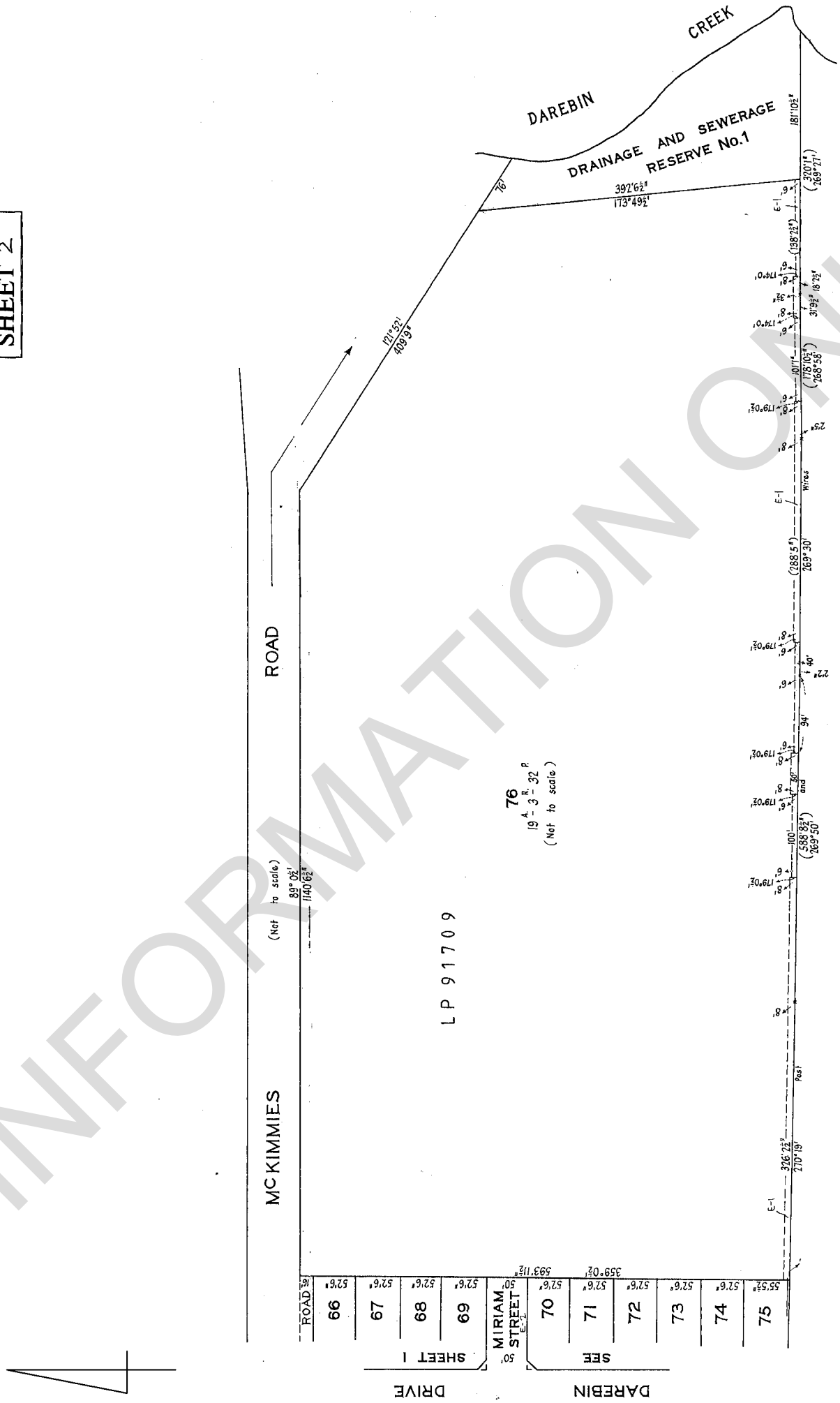
LP91314

2 SHEETS
SHEET 2



INFORMATION ONLY

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

LP 91314

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	E-3 & E-4	CREATION OF EASEMENT	2600505			2	MLB
THIS PLAN	E-5 & E-6	CREATION OF EASEMENT	1210049			2	MLB
ROAD	E-7 & E-8	CRETION OF EASEMENT	2600505 & 1210049			3	AD
LOT 54 AND 55	-	RECTIFICATION (AMENDMENT TO BEARING)	AN622104K	07/03/17		4	KRB

INFORMATION ONLY

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City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
06/02/2025	165365	168804	75732475-014-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 182 The Boulevard THOMASTOWN 3074
Description: LOT: 30 LP: 91314
AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	$625,000	$450,000	$31,250

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

1. Rates, charges and other monies:
Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges		
General rate levied on 01/07/2024	$1,463.62	
Food/Green waste bin charge levied on 01/07/2024	$105.15	
Fire services charge (Res) levied on 01/07/2024	$132.00	
Fire services levy (Res) levied on 01/07/2024	$54.38	
Waste Service Charge (Res/Rural) levied on 01/07/2024	$205.70	
Waste Landfill Levy Res/Rural levied on 01/07/2024	$14.20	
Arrears to 30/06/2024	$0.00	
Interest to 06/02/2025	$0.00	
Other adjustments	$0.00	
Less Concessions	-$309.50	
Sustainable land management rebate	$0.00	
Payments	-$1,665.55	
Balance of rates & charges due:		$0.00
Property debts		
Other debtor amounts		
Special rates & charges		
nil		
Total rates, charges and other monies due		**$0.00**

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

INFORMATION ONLY

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 **165365**

Phone 1300 301 185
Ref **165365**

Biller Code **5157**
Ref **165365**

INFORMATION ONLY

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

18th November 2024

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

RE: Application for Water Information Statement

Property Address:	182 THE BOULEVARD THOMASTOWN 3074
Applicant	Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA
Information Statement	30900523
Conveyancing Account Number	7959580000
Your Reference	657738

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

INFORMATION ONLY

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

Yarra Valley Water Property Information Statement

Property Address	182 THE BOULEVARD THOMASTOWN 3074

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.

INFORMATION ONLY

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

Melbourne Water Property Information Statement

Property Address	182 THE BOULEVARD THOMASTOWN 3074

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

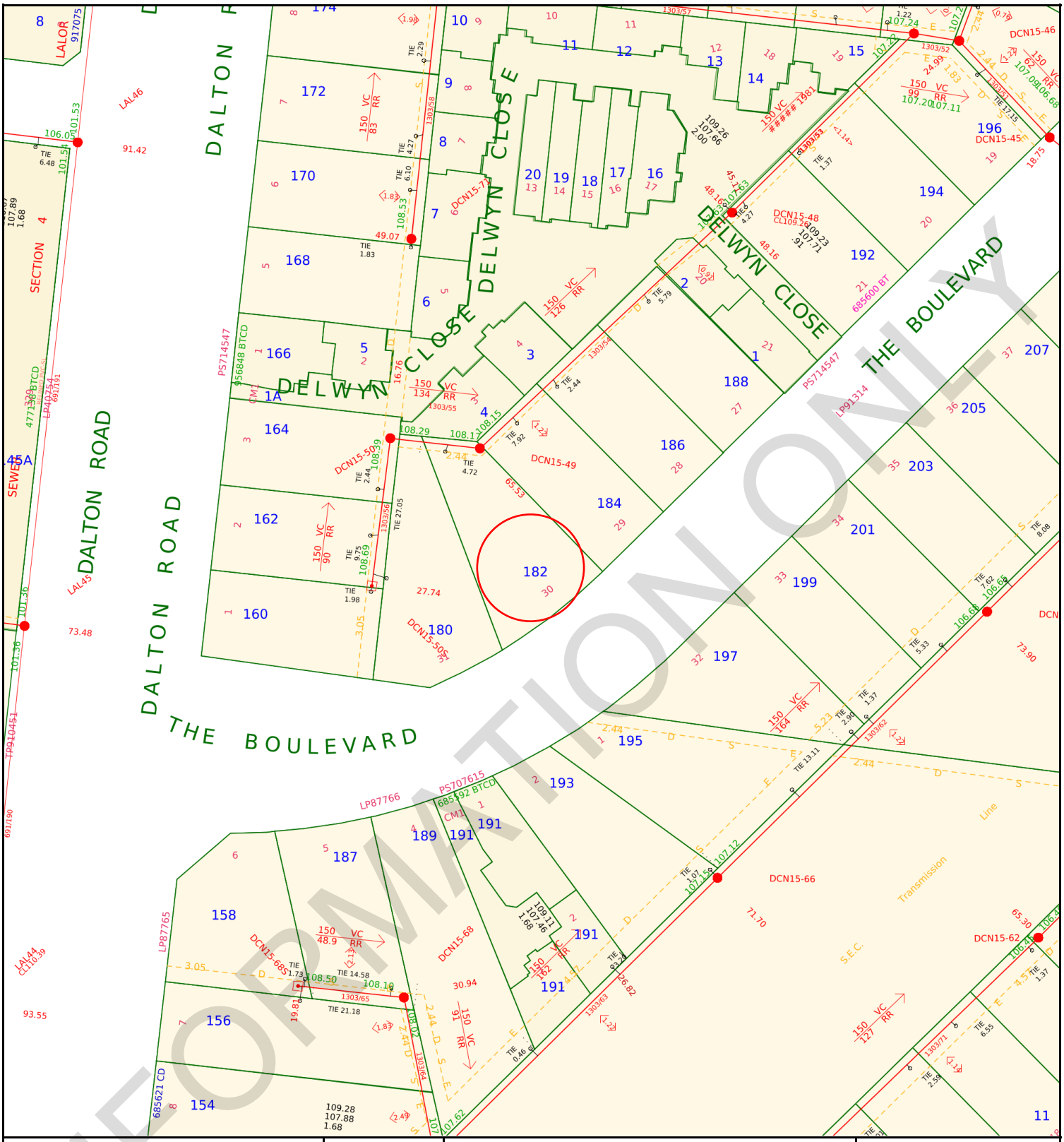
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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.

INFORMATION ONLY



Yarra Valley Water **Information Statement** **Number: 30900523**	**Address**	182 THE BOULEVARD THOMASTOWN 3074	Yarra Valley Water ABN 93 066 902 501
	Date	18/11/2024	N
	Scale	1:1000	

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

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

YARRA VALLEY WATER
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E enquiry@yvw.com.au
yvw.com.au

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2209381235
Rate Certificate No: 30900523

Date of Issue: 18/11/2024
Your Ref: 657738

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
182 THE BOULEVARD, THOMASTOWN VIC 3074	30\LP91314	1226679	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	$20.86	$20.86
Residential Water and Sewer Usage Charge *Step 1 – 40.920000kL x $3.43420000 = $140.53* *Step 2 – 7.080000kL x $4.50590000 = $31.90* Estimated Average Daily Usage $1.85	30-07-2024 to 31-10-2024	$172.43	$71.36
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	$119.50	$119.50
Parks Fee	01-10-2024 to 31-12-2024	$21.98	$21.98
Drainage Fee	01-10-2024 to 31-12-2024	$30.77	$30.77
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$31.80 cr
		Total for This Property	$232.67

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

INFORMATION ONLY

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION ONLY

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ABN 93 066 902 501

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yvw.com.au

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

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

Property No: 1226679

Address: 182 THE BOULEVARD, THOMASTOWN VIC 3074

Water Information Statement Number: 30900523

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 22093812354

Amount Paid		**Date Paid**		**Receipt Number**	

INFORMATION ONLY

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 18 November 2024 11:24 AM

PROPERTY DETAILS

Address:	**182 THE BOULEVARD PARADISE BEACH 3851**
Lot and Plan Number:	**Lot 1164 LP40160**
Standard Parcel Identifier (SPI):	**1164\LP40160**
Local Government Area (Council):	**WELLINGTON** www.wellington.vic.gov.au
Council Property Number:	**258913**
Planning Scheme:	**Wellington** Planning Scheme - Wellington
Directory Reference:	**Vicroads 99 H5**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Urban Water Corporation:	**Gippsland Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**GIPPSLAND SOUTH**

OTHER

Registered Aboriginal Party:	**Gunaikurnai Land and Waters Aboriginal Corporation**

View location in VicPlan

Planning Zones

LOW DENSITY RESIDENTIAL ZONE (LDRZ)
SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)

0 — 40 m

LDRZ - Low Density Residential **PCRZ - Public Conservation and Resource**

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

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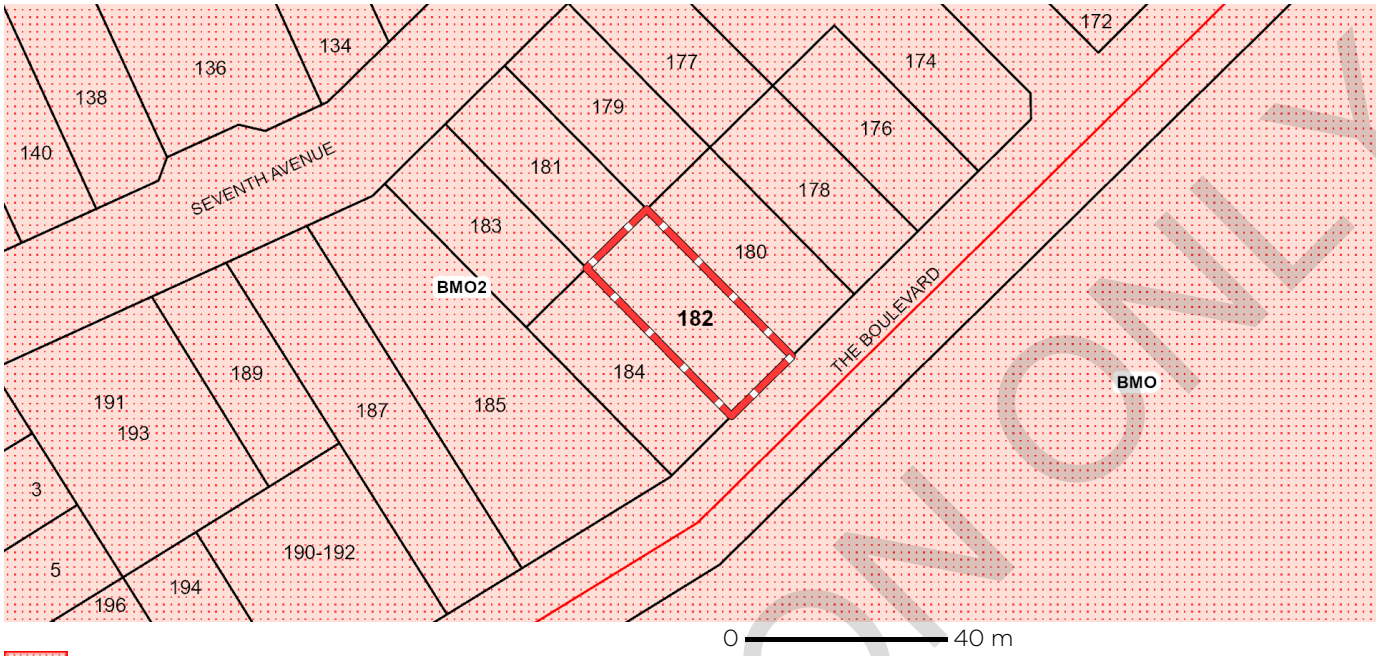
PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 (BMO2)



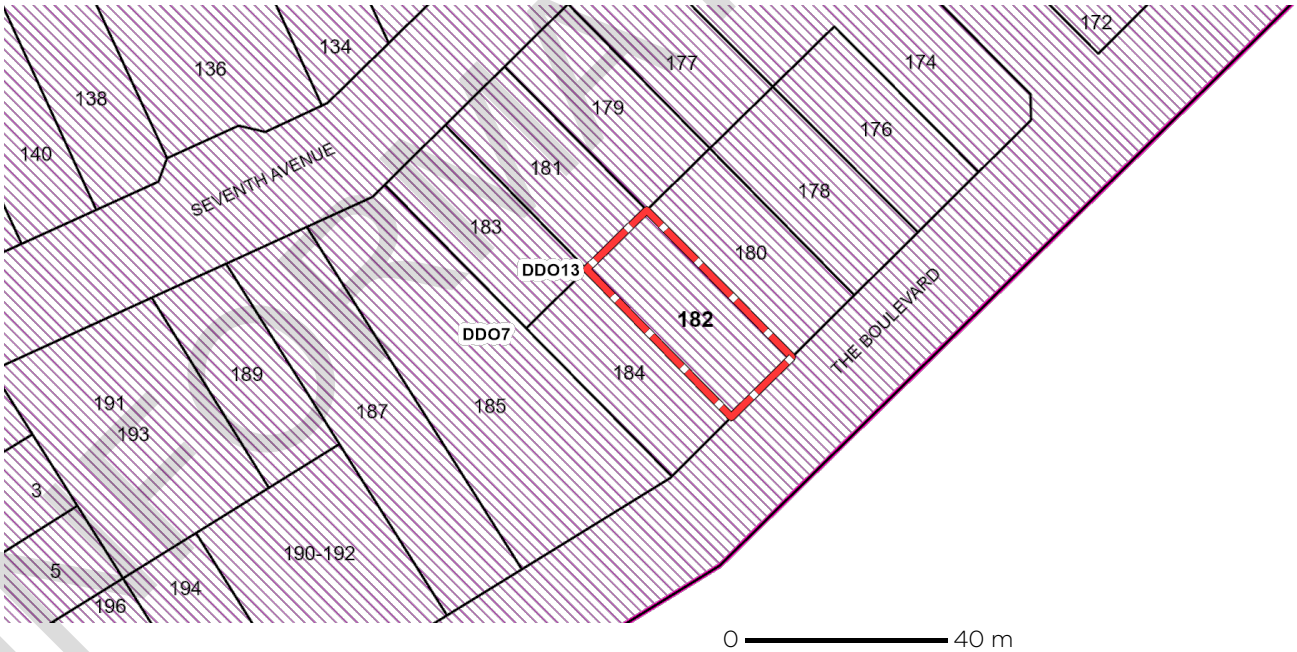
BMO - Bushfire Management Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 (DDO13)



DDO - Design and Development Overlay

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

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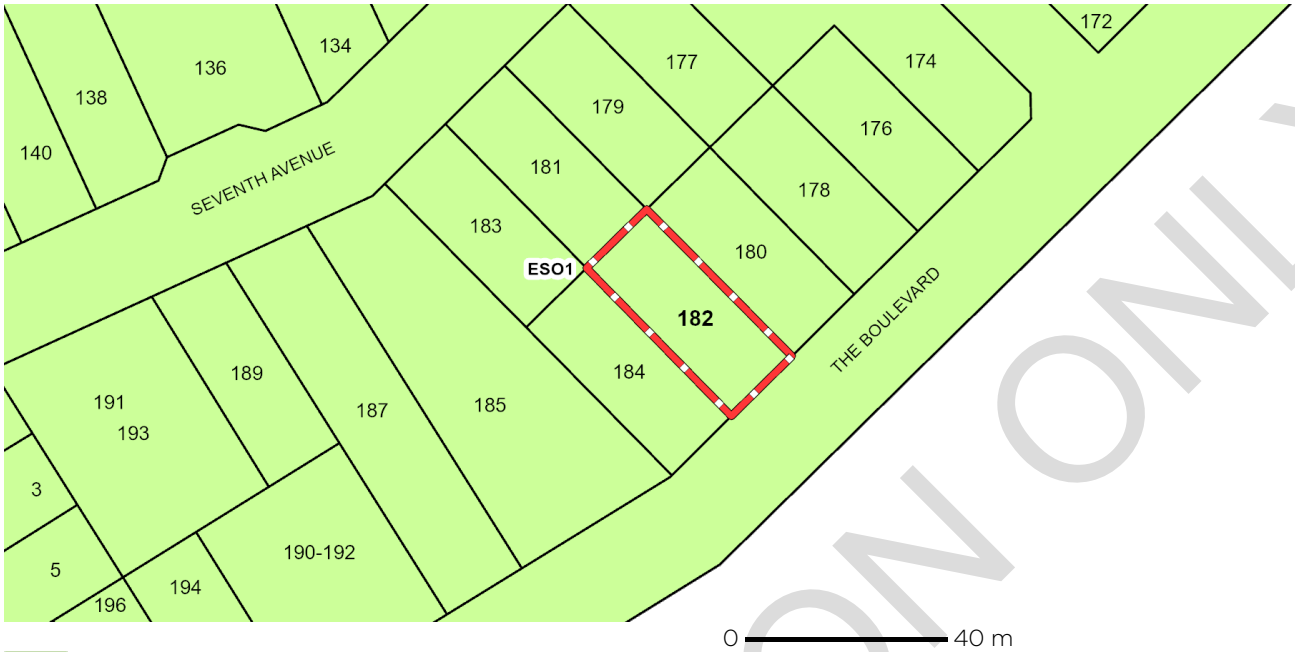
PLANNING PROPERTY REPORT

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



ESO - Environmental Significance Overlay

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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

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

Further Planning Information

Planning scheme data last updated on 13 November 2024.

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

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

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

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

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

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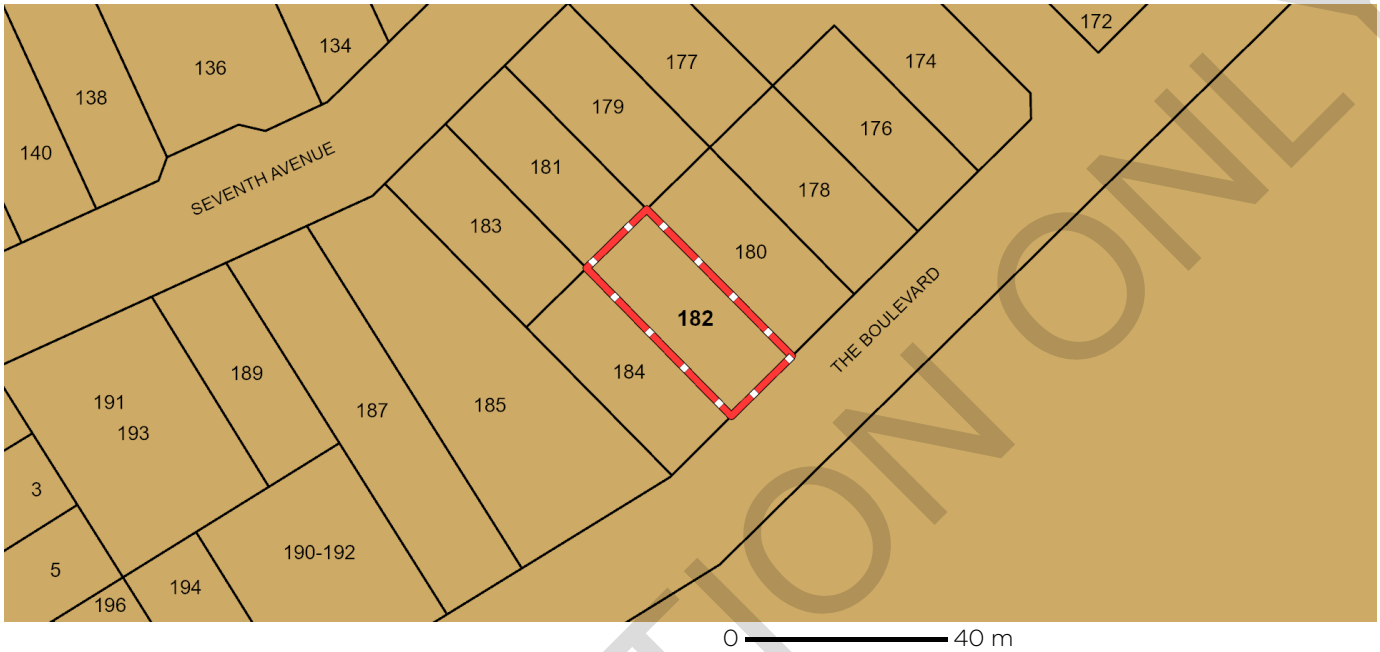
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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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).

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rock Conveyancing Services C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657738

NO PROPOSALS. As at the 5th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

182 THE BOULEVARD, THOMASTOWN 3074
CITY OF WHITTLESEA

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

Date of issue: 5th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

INFORMATION ONLY

[Vicroads Certificate] # 75732475 - 75732475101623 '657738'

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / ROCK CONVEYANCING SERVICES

Your Reference:	COOPER SALE
Certificate No:	83263689
Issue Date:	05 FEB 2025
Enquiries:	ESYSPROD

Land Address: 182 THE BOULEVARD THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1811171	30	91314	8890	774	$0.00

Vendor: ELOISE COOPER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ELOISE MAREE COOPER	2025	$450,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$625,000
SITE VALUE (SV):	$450,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

INFORMATION ONLY

Notes to Certificate - Land Tax

Certificate No: 83263689

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 = $1,800.00

Taxable Value = $450,000

Calculated as $1,350 plus ($450,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,250.00

Taxable Value = $625,000

Calculated as $625,000 multiplied by 1.000%.

INFORMATION ONLY

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 83263689

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: 83263689

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

STATE REVENUE OFFICE VICTORIA

INFOTRACK / ROCK CONVEYANCING SERVICES

Your Reference:	COOPER SALE
Certificate No:	83263689
Issue Date:	05 FEB 2025
Enquires:	ESYSPROD

Land Address: 182 THE BOULEVARD THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1811171	30	91314	8890	774	$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.

INFORMATION ONLY

CAPITAL IMPROVED VALUE:	$625,000
SITE VALUE:	$450,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83263689

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.

INFORMATION ONLY

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / ROCK CONVEYANCING SERVICES

Your Reference:	COOPER SALE
Certificate No:	83263689
Issue Date:	05 FEB 2025

Land Address:	182 THE BOULEVARD THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
30	91314	8890	774

Vendor: ELOISE COOPER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 83263689

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 83263681

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: 83263681

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.

INFORMATION ONLY

Solar Homes Program

- Loan Contract

23/12/2022

For property owners securing a rebate and loan from the Solar Homes program

INFORMATION ONLY

Part A: Key Terms

1	**Applicant**	Eloise M COOPER
2	**Applicant's address**	182 The Boulevard THOMASTOWN VIC 3074
3	**Applicant's email address**	dejccoops@hotmail.com
4	**Loan Amount**	$1400.00
5	**Purpose**	To assist with the cost of installing a Solar System at the Applicant's Nominated Property.
6	**Nominated Property**	182 The Boulevard THOMASTOWN VIC 3074
7	**Loan Start Date**	the date that DELWP advances the Loan Amount to the Applicant by paying it to the Approved Solar Retailer.
8	**Loan End Date**	means the earlier of: a. four years after the Loan Start Date; and b. if the Applicant is in default under the Loan Contract, the date of default.
9	**Loan Period**	The period from the Loan Start Date to the Loan End Date.
10	**Loan Interest rate**	0% - no interest will be charged.
11	**Loan Repayment schedule**	You will be required to repay the Loan in 48 monthly instalments of $29.17 over the course of the Term. The repayment dates are outlined below: • The first repayment of $29.17 must be paid on the date falling 30 days after the Loan Start Date (or the next Business Day, if the relevant date is not a Business Day). • The next 46 repayment amounts (2nd to 47th repayment) of $29.17 must be paid on the same date of each succeeding calendar month thereafter. • The last (48th) repayment of $29.17 must be paid on the last Business Day before the Loan End Date.
12	**No credit fees and charges**	$0 - no credit fees and charges will be charged.
13	**Default rate**	If you do not make a repayment, you must pay a default rate of interest. This will be calculated by taking the overdue amount and multiplying this amount by 4% per annum (broken down into a daily rate).

INFORMATION ONLY

14	**Enforcement expenses**	If you breach a term of the Loan, you must pay any enforcement expenses of DELWP.
15	**Loan Security**	Nil - no guarantee, mortgage or other security will be taken.
16	**Loan Commission**	Nil - no commission will be charged
17	**Availability Period**	The Loan Contract will automatically expire if the conditions in clause 3 of Part C of the Loan Contract are not satisfied within four (4) months from the date of the Loan Contract.

INFORMATION ONLY

Part B: Your acknowledgements

By entering into the Loan Contract, you:

1. agree to the terms set out in the Loan Contract;
2. acknowledge that:
   - before entering into the Loan Contract you have read and understood the Loan Contract;
   - you have not applied for, and will not attempt to receive, a Solar Homes Loan for more than two rental properties of which you are the landlord in a given financial year and one Solar Homes Loan for the property which is your principal place of residence;
   - you will engage an Approved Solar Retailer to install a Solar System at your Nominated Property.
   - the Loan Amount will be paid directly to your chosen Approved Solar Retailer;
   - the estimated savings from the Solar System will vary based on existing consumption patterns at the Nominated Property and, if they change for any reason (including if the Nominated Property becomes vacant), this will be at your risk and will not affect your obligation to repay the Loan Amount; and
   - any information you provide in connection with the Solar Homes Loan will be retained by us for auditing and program reporting purposes for a sufficient period to satisfy DELWP's reporting and record-keeping requirements; and
   - **if you have also entered into a Landlord Tenant Agreement, you:**
     - **remain responsible for making repayments under the Loan Contract notwithstanding the terms of any Landlord Tenant Agreement (and any amounts the Tenant agrees to pay to satisfy the repayment of the Loan Amount will be paid directly to you); and**
     - **must not claim any amount from the tenant of the Nominated Property in respect of the Loan Amount that is referable to any period after the tenant vacates the Nominated Property; and**
3. declare that you have authority to enter into the Loan Contract and you do not need anybody else's consent before you enter into the Loan Contract.

INFORMATION ONLY

Part C: Solar Homes Loan Terms

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INFORMATION ONLY

1 Definitions

In this Loan Contract:

Acknowledgements means the acknowledgements in Part B of this document.

Applicant or **you** means the person who applies for a Solar Homes Loan.

Approved Solar Retailer means a company who is a signatory to the Clean Energy Council Retailer Code of Conduct (unless otherwise exempt) and has successfully registered to participate in the Solar Homes Program, as published on Solar Victoria's website from time to time.

Availability Period has the meaning given to it in the Key Terms.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne.

Certificate of Electrical Safety means a Certificate of Electrical Safety issued under the *Electricity Safety Act 1998 (Vic)* and *Electricity Safety (Installations) Regulations 2009 (Vic)* for the supply and installation of the Solar System.

Costs includes costs, charges, expenses and fees, including fees, costs, charges and expenses for legal and other advisers (on a full indemnity basis).

Default Rate means the default rate specified in the Key Terms.

DELWP means the Crown in the right of the State of Victoria acting through the Department of Environment, Land, Water and Planning or its successor.

Direct Debit Form means a direct debit request, direct debit agreement or authority to pay document in favour of the Payment Agent in a form published by DELWP from time to time

Eligibility Criteria means the criteria which a person is required to satisfy in order to be eligible for the Solar Homes Loan, as published at www.solar.vic.gov.au (and as varied by DELWP in its absolute discretion from time to time).

Event of Default means any event or circumstance specified in clause 9.1.

Key Terms means the key terms set out in Part A of this document.

Landlord Tenant Agreement means, in relation to loans where the Applicant is a landlord, the agreement between the Landlord and the tenant of the Nominated Property, in relation to the installation and maintenance of the Solar System at the Nominated Property and the basis on which the tenant will reimburse the Applicant for a portion of the Loan Amount.

Loan Amount means the lesser of:

a. the loan amount specified in the Key Terms; and

b. 50% of the Supply and Installation Cost of the Solar System.

INFORMATION ONLY

Loan Contract means:

a. the Key Terms;

b. the Acknowledgements; and

c. the Solar Homes Loan Terms.

Loan End Date means the loan end date specified in the Key Terms.

Loan Period means the loan period specified in the Key Terms.

Loan Start Date means the loan start date specified in the Key Terms.

Loss means any loss, damage, Cost, expense, claim, charge, liability, suit, action, penalty, compensation, fine or outgoing suffered, paid or incurred.

Money Owing means all money and amounts (in any currency) that the Applicant is or may become liable at any time (presently, prospectively or contingently, whether alone or not and in any capacity) to pay or repay to or for the account of DELWP (whether alone or not and in any capacity) under or in connection with the Solar Homes Program. It includes money and amounts:

a. in the nature of principal, default interest and any expenses;

b. whether arising or contemplated before or after the date of the Loan Contract or as a result of the assignment (with or without the Applicant's consent) of any debt or liability; and

c. which a person would be liable to pay but for a bankruptcy, insolvency or similar proceeding in respect of that person.

Nominated Property means the residential property, owned by the Applicant and on which the Solar System is to be installed, specified in the Key Terms.

Notice means a notice, request, demand, consent, approval, waiver or other communication in connection with the Loan Contract.

Payment Agent means State Trustees Limited (ACN 064 593 148) of 1 McNab Avenue, Footscray Victoria.

Settlement Date means the date on which the Applicant is no longer the registered owner of the Nominated Property.

Solar Homes Loan means an interest free loan provided by DELWP to the Applicant under the Solar Homes Program.

Solar Homes Program means the Victorian Government program administered by Solar Victoria that involves the provision of discretionary financial benefits (such as rebates, subsidies and/or loans) for the purpose of supporting the uptake and accessibility of solar energy products including solar panels, solar hot water systems and solar batteries.

Solar Homes Loan Terms means the terms and conditions set out in Part C of this document, as varied from time to time.

Solar System means a solar photovoltaic system and any associated equipment included in the Solar Victoria list of approved products, as varied from time to time and published at www.solar.vic.gov.au.

INFORMATION ONLY

STC Assignment Form means the small-scale technology certificate assignment form.

Supply and Installation Cost means the cost of supply and/or installation of a Solar System by an Approved Solar Retailer at the Nominated Property for the Applicant less any discounts.

Tax Invoice has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Taxes means any taxes, rates, levy, impost, duties or other charges assessed or payable to any government authority and includes any additional taxes, interests, penalties, charges, fees or other amounts imposed in relation to a failure to file a return or to pay the tax.

INFORMATION ONLY

2 Purpose

The Applicant may only use the Solar Homes Loan for the purpose specified in the Key Terms.

3 Conditions to Loan Amount

DELWP is not required to provide the Loan Amount, unless DELWP is satisfied that:

a. (**receipt of documents**) it has received the following items in form and substance satisfactory to it:

   i. (**Direct Debit Form**) a completed Direct Debit Form;

   ii. (**information from Approved Solar Retailer**) all relevant documents relating to the supply and installation of a Solar System at the Nominated Property from the Approved Solar Retailer including:

      A. a Tax Invoice; and

      B. a Certificate of Electrical Safety; and

      C. STC Assignment Form;

   iii. (**net benefit position**): provision of an estimated positive net benefit position for the Applicant provided under the Approved Solar Retailer statement;

   iv. (**other information**) all other information and documents requested by DELWP in connection with the Solar Homes Loan;

   v. (**residential tenancy agreement**) if the Applicant enters this Loan Contract in the capacity as landlord for the Nominated Property:

      A. a Landlord Tenant Agreement; and

      B. a copy of the fully executed residential tenancy agreement with respect to the Nominated Property between the Applicant and the tenant.

b. (**within Availability Period**) DELWP is satisfied that the date on which all conditions are satisfied is during the Availability Period;

c. (**representations and warranties**) the representations and warranties are correct and not misleading;

d. (**no Event of Default**) no Event of Default subsists; and

e. (**tenant(s)**) if the Nominated Property is tenanted, procure that the Landlord Tenant Agreement is signed prior to entering this agreement.

4 Provision of Loan Amount

Following satisfaction of the conditions in clause 3, DELWP will advance the Loan Amount to the Applicant by depositing the amount directly into the bank account of the Approved Solar Retailer who completed the supply and installation of the Solar System at the Nominated Property.

INFORMATION ONLY

5 Prepayment and repayment

5.1 Repayment

The Applicant must repay the Money Owing in accordance with the loan repayment schedule set out in the Key Terms.

5.2 Early prepayment

a. The Applicant must prepay the Money Owing:

   i. if the Nominated Property is sold, on the Settlement Date; and

   ii. if (for whatever reason) the Applicant receives from the Approved Solar Retailer a full refund of the amount paid (or payable) for the Solar System, within five (5) Business Days of the date of receipt.

b. The Applicant may prepay all or part of Money Owing under the Loan Contract at any time before the end of the Loan Period.

5.3 Application of prepayments

Amounts prepaid may not be redrawn.

Following satisfaction of the conditions in clause 3, DELWP will advance the Loan Amount to the Applicant by depositing the amount directly into the bank account of the Approved Solar Retailer who completed the supply and installation of the Solar System at the Nominated Property.

6 Payment

6.1 Method of payment

All payments by the Applicant under the Loan Contract must be made:

a. to the account nominated by DELWP by direct debit in accordance with the Direct Debit Form;

b. in Australian dollars and in immediately available funds; and

c. without set-off or counterclaim and without any deduction or withholding for any Taxes.

6.2 Direct Debit Form

The Applicant acknowledges that the Direct Debit Form will be a separate arrangement between the Applicant and the Payment Agent, but notwithstanding this, the Applicant agrees that in respect of all matters touching or concerning the Direct Debit Form, the Applicant must only make contact with DELWP and not the Payment Agent directly, and that the Applicant?s sole recourse in respect of matters touching or concerning the Direct Debit Form are against DELWP.

INFORMATION ONLY

6.3 Direct debit facility

The Applicant must maintain a valid Direct Debit Form at all times whilst there are Moneys Owing, and the Applicant must if they wish to change, stop or defer a debit under the facility established by the Direct Debit Form or cancel that facility, give at least 30 days prior notice to DELWP, and alternative arrangements acceptable to DELWP must be reached.

7 Representations and warranties

7.1 Representations and warranties

The Applicant represents and warrants to DELWP that:

a. (**capacity**) they act on their own behalf in entering into the Loan Contract, and not as a trustee or on another person's behalf;

b. (**Application**) all information disclosed to DELWP to support their application for the Solar Homes Loan is true, complete, accurate and not misleading;

a. (**solvent**) they are not involved in any bankruptcy, insolvency or other similar proceeding;

b. (**non-compliance**) to the best of their knowledge, there are no legal, regulatory, contractual or other restrictions upon them complying with their obligations under the Loan Contract;

c. (**Information**) they have fully disclosed (in writing) to DELWP all information material to DELWP's assessment of the nature and amount of risk undertaken by DELWP in entering into and performing the obligations under the Loan Contract and such information is accurate and not misleading; and

d. (**no Event of Default**) no Event of Default subsists.

7.2 Repetition

The Applicant repeats each representation and warranty in this 7 with reference to the facts and circumstances on each date on which any of the Money Owing is paid to DELWP.

INFORMATION ONLY

8 Undertakings

8.1 General undertakings

The Applicant must (unless DELWP otherwise consents):

a. (**access**) provide DELWP or its contractors with access to the Nominated Property to carry out inspections or audits of the Solar System;

b. (**obligations under the Loan Contract**) not enter into any arrangement which would prevent them from complying with their obligations under the Loan Contract;

c. (**no Event of Default**) ensure that an Event of Default does not occur; and

d. (**Solar Homes Loan**) not apply, or otherwise attempt to receive, more than one loan per property under the Solar Homes Program for two separate rental properties of which you are the landlord in any given financial year; and one Solar Homes Loan for a property which is your principal place of residence;

e. (**tenants**) if the Nominated Property is tenanted:

   i. procure that the relevant information and consents in clauses 8.1(b) and 8.1(d) are provided by the tenant to DELWP; and

   ii. must not claim any amount from the tenant of the Nominated Property in respect of the Loan Amount that is referable to any period after the tenant vacates the Nominated Property; and

f. (**Landlord Tenant Agreement**) if the Applicant has entered into a Landlord Tenant Agreement

   i. comply with the Landlord Tenant Agreement; and

   ii. not request for any payment:

      A. towards the Loan Amount unless the Solar System has been installed at the Nominated Property and is in working order; and

      B. on a monthly basis, that exceeds 50% of the instalment amount set out in the loan repayment schedule of the Offer Letter; and

g. (**untrue representation**) not make a representation, warranty or statement to DELWP that is untrue, incomplete, misleading or deceptive in any respect.

INFORMATION ONLY

9 Events of Default

9.1 Events of Default

An Event of Default occurs, whether or not it is within the control of the Applicant, if:

a. (**payment obligation**) the Applicant does not pay any of the Money Owing that is due and payable by it under the Loan Contract;

b. (**other obligation**) the Applicant fails to comply with any obligation under the Loan Contract (other than an obligation under paragraph (a) above) and the breach is incapable of remedy or, where the breach is capable of remedy, fails to remedy that breach within five Business days of the earlier of:

   i. receipt by the Applicant of a Notice from DELWP requesting the Applicant to do so; and

   ii. the Applicant becoming aware of the failure to comply;

c. (**insolvency**) the Applicant becomes involved in any bankruptcy, insolvency or other similar proceeding;

d. (**enforcement**) any security interest over the Nominated Property is enforced or becomes enforceable by a third party;

e. (**Nominated Property**) the Applicant ceases to be the legal and beneficial owner of the Nominated Property;

f. (**untrue representation**) a representation, warranty or statement made (or deemed to be made) by or on behalf of the Applicant to DELWP is or becomes untrue, incomplete, misleading or deceptive in any respect which DELWP considers to be material; and

g. (**material adverse effect**) any other event occurs or any circumstance arises which, in DELWP's opinion, has a material adverse effect on the Applicant's ability to meet any one or more of their obligations under the Solar Homes Program.

9.2 Consequences of Event of Default

a. If an Event of Default subsists, DELWP may give Notice to the Applicant declaring that:

   i. the Money Owing is immediately due and payable, in which case the Applicant must immediately pay the Money Owing to DELWP;

   ii. all or part of the Money Owing is payable on demand in which case the Applicant must pay those amounts to DELWP on demand; and

   iii. DELWP's obligations specified in the Notice have been terminated with immediate effect.

b. If DELWP gives a Notice under clause 9.2(a) DELWP will not be obliged to make available a Solar Homes Loan available to the Applicant under these Terms.

INFORMATION ONLY

10 Interest on default

10.1 Interest - accrual and calculation

Interest at the Default Rate accrues daily on each unpaid amount of the Money Owing which is due and payable by the Applicant (including on unpaid interest under this clause 10.1) from and including the due date (or, for an amount payable by reimbursement or indemnity, any earlier date the amount was incurred), up to but excluding the date of actual payment.

10.2 Payment

The Applicant must pay to DELWP accrued interest under this clause 10 on the last Business Day of each calendar month and on demand. The Applicant authorises DELWP to directly debit any amounts payable under this clause 10 from the Applicant's nominated account in the Direct Debit Form.

10.3 No effect on other rights

DELWP's right to require payment of interest does not affect any other rights and remedies it may have regarding the Event of Default.

11 Costs and expenses

a. Each party is responsible for their own costs in relation to the Solar Homes Loan.

b. DELWP has the right to seek recovery of any costs from the Applicant in connection with the enforcement of, or the preservation of any rights under, the Loan Contract.

DELWP's right to require payment of interest does not affect any other rights and remedies it may have regarding the Event of Default.

INFORMATION ONLY

12 Notices

a. Except for general communication undertaken by phone and the Solar Victoria's website, legal notices under the Loan Contract must be in writing and sent to the address of the recipient specified below or to any other address notified in writing:

i.	Applicant:	The Applicant's address set out in the Key Terms.
ii.	DELWP:	Solar Victoria PO Box 104, Morwell VIC 3840 Att: Chief Executive Officer Email: loans@solar.vic.gov.au.

b. A notice, consent or communication by email is taken to be in writing and signed by the named sender.

c. The Applicant agrees to the *Electronic Transactions (Vic) Act 2000* applying to communication under the Loan Contract. The Applicant further agrees that any notices and communications between DELWP and the Applicant relating to or connected with the Loan Contract can be conducted using electronic communications sent to any email address specified by the Applicant and that they agree to enter into contracts with DELWP and interact with DELWP using electronic communication.

13 Privacy

a. The Applicant's details (including their name, address, contact details, bank account details, debit authority) (**Details**) are collected by DELWP for the purpose of making an application for a Solar Homes Loan and administering the Loan Contract.

b. DELWP is utilising the services of the Payment Agent to assist in aspects of the Loan Contract, including paying the Approved Solar Retailer and establishing and using the direct debit facility in accordance with the Direct Debit Form and this Loan Contract. The Applicant consents to DELWP providing their Details to the Payment Agent for such purposes. The Applicant consents to the Payment Agent collecting, using and disclosing the Applicant's Details as required to provide its services to DELWP, including contacting the Payment Agent's bank as required in connection with the establishment and use of the direct debit facility.

c. If the Applicant does not provide their Details, then DELWP cannot complete the application for a Solar Homes Loan and the Payment Agent cannot establish the direct debit facility.

d. DELWP's privacy policy is available at https://www2.delwp.vic.gov.au/privacy and the Payment Agents privacy policy is available at www.statetrustees.com.au/about-us/important-information/privacy-and-security. These contain more information about how DELWP and the Payment Agent deal with personal information, rights to access, correction and privacy complaint processes.

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14 General

14.1 Severability

If any provision of this document is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and, if this cannot be done, the entire provision is to be severed from the Loan Contract without affecting the validity or enforceability of the remaining provisions of this document.

14.2 Time of the essence

Time is of the essence in the Loan Contract for any obligation to pay money.

14.3 Inconsistency

If the Solar Homes Loan Terms are inconsistent with the Key Terms, the Key Terms prevail.

Time is of the essence in the Loan Contract for any obligation to pay money.

14.4 Governing law

The Loan Contract is governed by the laws in force in Victoria.

INFORMATION ONLY

Australian Government
Australian Taxation Office

MRS ELOISE COOPER
182 THE BOULEVARD
THOMASTOWN VIC 3074

Our reference: 7153426044851
Phone: 13 28 66

15 October 2024

Your foreign resident capital gains withholding clearance certificate

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

Hello ELOISE,

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

Notice number	2411006046123
Vendor name	ELOISE COOPER
Clearance Certificate Period	11 October 2024 to 14 October 2025

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

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