

Contract of Sale of Land

Aden Eric Vetrone
-and-
Brittany Rose Vetrone (formerly Grimble)
(Vendors)

10 Gillow Grove, Doreen Vic 3754
(Property)



Postal address:
19 Isidore Drive
DOREEN VIC 3754
Mob: 0438 346 073
Email: elle@perfectconvey.com.au
Ref: EP-25/0023

Contract of sale of land

Property: 10 Gillow Grove Doreen VIC 3754

© Copyright January 2024



Contract of sale of land

© Copyright January 2024

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

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

SIGNED BY THE VENDOR:

on

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

Brittany Rose Vetrone (formerly Grimble)

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

Aden Eric Vetrone

State nature of authority, if applicable:

Not Applicable

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Stone Real Estate
Address: 1 75 Church Street Whittlesea VIC 3757
Email: sheneabarclay@stonerealestate.com.au
Tel: 9716 2000 Mob: 0418 832 981 Fax: Ref: Shenea Barclay

Vendor

Name: Brittany Rose Vetrone (formerly Grimble)
Address:
ABN/ACN:
Email:

Vendor

Name: Aden Eric Vetrone
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Perfect Conveyancing Solutions
Address: 19 Isidore Drive Doreen VIC 3754
Email: elle@perfectconvey.com.au
Tel: Mob: 0438 346 073 Fax: Ref: 25/0023

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

| Certificate of Title reference | being lot | on plan |
|--|--------------------------|------------------------------|
| Volume: <input type="text"/> 11069 Folio: <input type="text"/> 901 | <input type="text"/> 523 | <input type="text"/> 542635F |

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is:

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature.

Payment

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding further special conditions:*

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

GC 23 – special condition

- For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

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

10 GILLOW GROVE DOREEN VIC 3714

CONTRACT OF SALE OF REAL ESTATE — SPECIAL CONDITIONS

1. IDENTITY AND MEASUREMENT OF THE LAND SOLD

The purchaser acknowledges that land is offered for sale as inspected and is identical to the land described in the Vendor's Statement. The purchaser further agrees to not make any requisition or objections, claim compensation or refuse or delay settlement for:

- (a) Any alleged misdescription of the Land; or
- (b) Any discrepancy between the title or measurements of the land; or
- (c) Call upon the Vendor to amend the title or bear all or any part of the costs of doing so.

2. PLANNING, ENCUMBRANCES AND RESTRICTIONS

The property is sold subject to:

- (a) Any restrictions on the land or title;
- (b) Any registered or unregistered easement or encumbrance;
- (c) Any covenants, leases or any other agreements that are or will be on the registration of the plan and title;
- (d) Any order, plan, scheme, overlay, regulation or by-law contained in or made pursuant to any provision of any legislation.

3. REPRESENTATION AND WARRANTY

The purchaser acknowledges that the vendor has not made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the and the purchaser expressly releases the vendor and/or the vendor's agents from any claims in respect thereof.

4. CONDITION OF PROPERTY AT TIME OF INSPECTION

The purchaser acknowledges that they cannot make any objection or claim any compensation in respect of the state or repair and/or condition of any building or other structures on the property and any chattels or goods within the said buildings or structures. The purchaser has agreed that they have purchased the property as a result of his or her own inspections and enquiries prior to the date of sale and is aware of the properties current condition and any/possible deficiencies. The purchaser also acknowledges that the property is sold as inspected which includes all buildings structures and chattels which are sold in their present condition. The purchaser shall not require all chattels to be in working order on the day of settlement nor shall they claim any compensation in relation thereto. This contract cannot be avoided on any grounds mentioned in this condition as the purchaser will be deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 3.

5. FINANCE

If this Contract is subject to loan approval and the purchaser attempts to end the Contract on the basis that is unable to obtain finance approval by the approval date, the purchaser must provide written proof to the vendor from the nominated lender refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. This Special Condition modifies General Condition 20.

6. ACKNOWLEDGMENTS

The purchaser acknowledges that prior to the signing of the Contract they have received a Vendor's Statement pursuant to Section 32 of the *Sale of Land Act 1962* and agrees that no information, representation, warranty provided or made by or on behalf of the vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be

relied upon by the purchaser. If the purchase consists of more than one person, each of them are joint and severally bound by this Contract.

7. DEPOSIT

The deposit shall be held in accordance with the provisions of Division 3 of the *Sale of Land Act* 1962 and on the purchaser becoming entitled to a transfer or conveyance of the land and the purchaser must provide written acknowledgement to that effect to the vendor and/or vendor's legal representative. Any deposit money received by a Solicitor or Estate Agents must be held on trust as Stakeholder pursuant to Division 3 of the *Sale of Land Act* 1962.

8. SERVICES

The purchaser acknowledges that the property is sold subject to all existing water, sewerage, drainage, gas, electricity, telephone, services and utilities (if any). The purchaser shall not make any claim, objection or any requisition for compensation or cause a delay to settlement in respect if any of the following:

- (a) The nature, location, availability or non-availability of any such services and utilities;
- (b) If any such service is a joint service with any other land or building;
- (c) If any such service for any other property or building or any parts or connections pass through the property;
- (d) If any sewer or water main or connection passes through, in or over the property;
- (e) If there is a man hole or vent on the property; or
- (f) If because of or arising out of any such services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such service or utility.

The purchaser acknowledges that it is his/her responsibility to check with the appropriate authorities as to the availability and the costs of connecting or re-connecting any services he or she may require to the property. The purchaser also acknowledges that some services may be disconnected at the time of settlement. The purchaser further acknowledges that it is his/her responsibility to pay all costs associated with the connection and re-connections of all services to the property that he/she may require.

9. CERTIFICATES AND ADJUSTMENTS

The purchaser agrees to provide a copy of all relevant and up to date authority certificates including Council, Water, Land Tax and Owners Corporation (if applicable) obtained by them to complete statement of adjustments and to be provided to the vendor's legal representative at least two clear business days prior to settlement. Failure to do so will cause delay to the vendor providing funds directions and the cost of delaying settlement will be at the purchaser's expense pursuant to Special Conditions 9 of the Contract of Sale and is considered to be in default of the Contract.

10. DEFAULT INTEREST AND COSTS

- (a) Should the purchaser be in default under the Contract, then the purchaser shall pay penalty interest on any outstanding monies at an interest rate of 15% per annum from the date of such default until such time as the default is remedied to the vendor at settlement;
- (b) The purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the vendor's legal representative in the amount of \$250;
- (c) Should a default notice be served on the purchaser by the vendor's legal representative, the purchaser acknowledges that they will be required to pay an amount of \$500 for the preparation of the said notice;
- (d) Should settlement be rescheduled after all parties have attended a scheduled booking on the same day, the purchaser must pay to the vendor's legal representative \$110 for each rescheduled settlement should the fault be caused by the purchaser's bank, and or representative.

11. DEFAULT NOT REMEDIED

General Condition 35 of the Contract is amended to add:

The purchaser is hereby notified that should settlement not be completed on the settlement date; they may be liable for the vendor's losses including but not limited to:

- (a) Interest and penalties on any loan secured on the property from the settlement date until settlement takes place;
- (b) Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property;
- (c) Any associated fees the vendor has to pay for another loan setup to complete settlement for a purchase of another property;
- (d) Storage costs for goods and chattels;
- (e) Accommodation expenses necessarily incurred by the vendor;
- (f) Costs and expenses between the conveyancer and the vendor;
- (g) Additional rates, taxes and charges on the property from settlement date until settlement takes place.

12. TRANSFER OF LAND AND DUTY

General Condition 10 is applied. Should the Transfer of Land not be prepared in a reasonable timeframe; the purchaser shall be in default under the Contract and Special Condition 10 applies.

The vendor will initiate the preparation of the Digital Duties as soon as practicable. The purchaser must complete and sign the Digital Duties Form no later than 2 days prior to settlement. Should the Digital Duties Form not be completed in the required timeframe, the purchaser shall be in default under the Contract and Special Condition 10 applies.

13. NOMINATION

The named purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute purchaser, however, the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named purchaser and nominated purchaser shall be required to provide a dully signed Nomination Form to the vendor's legal representative within 14 days prior to the settlement date.

14. SALE PROCEEDS

The vendor authorises Perfect Conveyancing Solutions to specify and collect on their behalf all proceeds due under this Contract of Sale in the manner specified by Perfect Conveyancing Solutions. The purchaser agrees to provide the proceeds in accordance with the vendors funds directions to Perfect Conveyancing Solutions at settlement.

15. DIRECTOR'S GUARANTEE AND WARRANTY

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

16. SETTLEMENT

Settlement shall be affected prior to 3.30pm and will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. Should the settlement not occur before the said time on or after the due date for the completion of the said Contract as a result of the conduct of the purchaser, his or her representative or their mortgagee/s; the purchaser shall be deemed to be in default under the said Contract of Sale and Special Condition 10 applies.

17. CANCELLATION OF SETTLEMENT AND RESCHEDULLING

If the purchaser is at fault and settlement does not occur, the purchaser will be liable for the vendors costs associated with cancellation and re-scheduling of settlement which will be known and disclosed in the PEXA workspace, if applicable and deemed as foreseeable losses.

18. CHRISTMAS CLOSURE PERIOD

The settlement date stipulated in this Contract must not be between 23 December 2025 and 11 January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement in this Contract, this special condition shall prevail and have the effect of amending the due date for settlement to Monday, 12 January 2026.

19. COVID -19 (CORONAVIRUS)

19.1 The parties agree that should the Australian or Victorian Governments require either party to be quarantined or to be in self-isolation due to the outbreak of Covid-19, and should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal representative by way of notice in writing outlining the period of quarantine or self-isolation that they are required to undertake as soon as practicably possible. If settlement is delayed in accordance with this Special Condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs and or expenses incurred as a result of the delay of settlement.

19.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract COVID-19;
- (b) Be placed in quarantine or self-isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for a member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the affected party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he/she shall thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes, but is not limited to. Vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

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

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

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2025

SIGNED by the said)
.....)
Print Name:)

.....
Director (Sign)

in the presence of:)
.....)
Witness:)

.....

Vendor GST Withholding Notice

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

To: Purchaser/s

From: Brittany Rose Vetrone (formerly Grimble) and Aden Eric Vetrone, 10 Gillow Grove, Doreen
VIC 3754

Property Address: 10 Gillow Grove, Doreen VIC 3754

Lot: 523 Plan of subdivision: 542635F

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

Dated: 03 May 2025

Signed for an on behalf of the Vendor: *Perfect Conveyancing Solutions*

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor's Statement

Aden Eric Vetrone
-and-
Brittany Rose Vetrone (formerly Grimble)
(Vendors)

10 Gillow Grove, Doreen Vic 3754
(Property)



Postal address:
19 Isidore Drive
DOREEN VIC 3754
Mob: 0438 346 073
Email: elle@perfectconvey.com.au
Ref: EP-25/0023

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

| | |
|-------------|---------------------------------|
| Land | 10 Gillow Grove Doreen VIC 3754 |
|-------------|---------------------------------|

| | | |
|----------------------|--|------------------------|
| Vendor's name | Brittany Rose Vetrone (formerly Grimble) | Date 05/05/2025 |
|----------------------|--|------------------------|

| | | |
|---------------------------|---|--|
| Vendor's signature |  | |
|---------------------------|---|--|

| | | |
|----------------------|-------------------|------------------------|
| Vendor's name | Aden Eric Vetrone | Date 05/05/2025 |
|----------------------|-------------------|------------------------|

| | | |
|---------------------------|---|--|
| Vendor's signature |  | |
|---------------------------|---|--|

| | | |
|-------------------------|--|-------------|
| Purchaser's name | | Date |
|-------------------------|--|-------------|

| | | |
|------------------------------|--|--|
| Purchaser's signature | | |
|------------------------------|--|--|

| | | |
|-------------------------|--|-------------|
| Purchaser's name | | Date |
|-------------------------|--|-------------|

| | | |
|------------------------------|--|--|
| Purchaser's signature | | |
|------------------------------|--|--|

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

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 of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax**

(a) Reform Act 2024?

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 Owner-Builder

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

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

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): -

- *Is in the attached copies of title document/s.
 *Is as follows:

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate.

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*

6.1 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:

| | | | | |
|--|-------------------------------------|---------------------------------------|-----------------------------------|---|
| Electric Supply <input type="checkbox"/> | Gas supply <input type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input type="checkbox"/> |
|--|-------------------------------------|---------------------------------------|-----------------------------------|---|

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

| |
|--|
| |
|--|

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

Page 1 of 1

VOLUME 11069 FOLIO 901

Security no : 124123825819W
Produced 22/04/2025 09:52 AM

LAND DESCRIPTION

Lot 523 on Plan of Subdivision 542635F.

PARENT TITLES :

Volume 11028 Folio 562 Volume 11028 Folio 566 Volume 11028 Folio 568

Created by instrument PS542635F 23/05/2008

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

ADEN ERIC VETRONE

BRITTANY ROSE GRIMBLE both of 10 GILLOW GROVE DOREEN VIC 3754

AL801772L 08/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL801773J 08/04/2015

MEMBERS EQUITY BANK LTD

COVENANT PS542635F 23/05/2008

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

DIAGRAM LOCATION

SEE PS542635F 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: 10 GILLOW GROVE DOREEN VIC 3754

DOCUMENT END



Imaged Document Cover Sheet

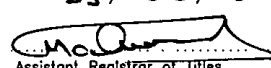
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

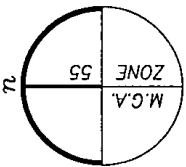
| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS542635F |
| Number of Pages (excluding this cover sheet) | 6 |
| Document Assembled | 22/04/2025 09:52 |

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

| | | | | |
|---|-------------------------|---|---------------------------------|---|
| PLAN OF SUBDIVISION | | Stage No. <hr/> | LR use only EDITION 1 | Plan Number PS 542635F |
| Location of Land Parish: MORANG Township: - Section: - Crown Allotment: - Crown Portion: 20 (PART) Title Reference: VOL 10283 FOL 695 VOL 10262 FOL 544 VOL 10918 FOL 136 Last Plan Reference: LOTS 18 & 19 ON LP3700 & LOT 2 PS527306M Postal Address: VAUCLUSE RISE (at time of subdivision) DOREEN 3754 MGA Co-ordinates E 335 050 Zone: 55 (of approx. centre N 5 835 750 of land in plan) | | Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 606199 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 30/01/08 | | |
| Vesting of Roads and/or Reserves | | | | |
| Identifier | Council/Body/Person | | | |
| ROAD R1 | WHITTLESEA CITY COUNCIL | | | |
| Notations | | | | |
| Staging | | This is is not a staged subdivision Planning Permit No. | | |
| Depth Limitation | | DOES NOT APPLY | | |
| LAND SUBDIVIDED (EXCLUDING LOT AA) - 2-024ha LOTS 1 TO 500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN | | | | |
| Survey This plan is/ is not based on survey vide PS527306M This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. 74 | | | | |
| Easement Information | | | | |
| Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road) | | | | |
| Subject Land | Purpose | Width (metres) | Origin | Land Benefited/In Favour Of |
| E-1 E-1 | DRAINAGE SEWERAGE | SEE DIAG SEE DIAG | THIS PLAN THIS PLAN | WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LIMITED |
| LR use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 20/5/08 | | | | |
| LR use only PLAN REGISTERED TIME 10:40 AM DATE 23/05/08  Assistant Registrar of Titles | | | | |
| Sheet 1 of 6 sheets | | | | |
| VAUCLUSE STAGE 5 | | 29 LOTS & BALANCE LOT AA | | |
| Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992 | | LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DATE 8/01/08 REF 4181053 07/01/08 VERSION D DWG 418105AD | | |
| | | DATE 30/01/08 COUNCIL DELEGATE SIGNATURE Original sheet size A3 | | |



PLAN OF SUBDIVISION

Plan Number

PS 542635F

Stage No.

BRIDGE INN ROAD

GARDEN ROAD

96°52'30" 445.46

6°52'30" 160.93

AA
3.910ha

31.11

36°E-13

95°52'30" (511.91)

YAN YAN ROAD

96°52'30" 65.38

276°52'30" 260.45

186°52'30" 80.47

276°52'30" (251.46)

6°52'30" 160.93

(80.47)

SEE SHEET 3

Sheet 2 of 6 sheets

VAUCLUSE

STAGE 5

ORIGINAL

SCALE

SHEET SIZE

A3

1:1500

LENGTHS ARE IN METRES

SCALE

15 0 30 60

LICENSED SURVEYOR (PRINT)

GEOFFREY JAMES TURNER

SIGNATURE

REF 4181053

DWG 418105AD

DATE / /

VERSION D

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /



Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

COUNCIL DELEGATE SIGNATURE

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

DATE / /

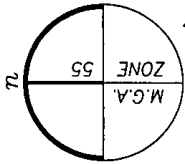
DATE / /

DATE / /

PLAN OF SUBDIVISION

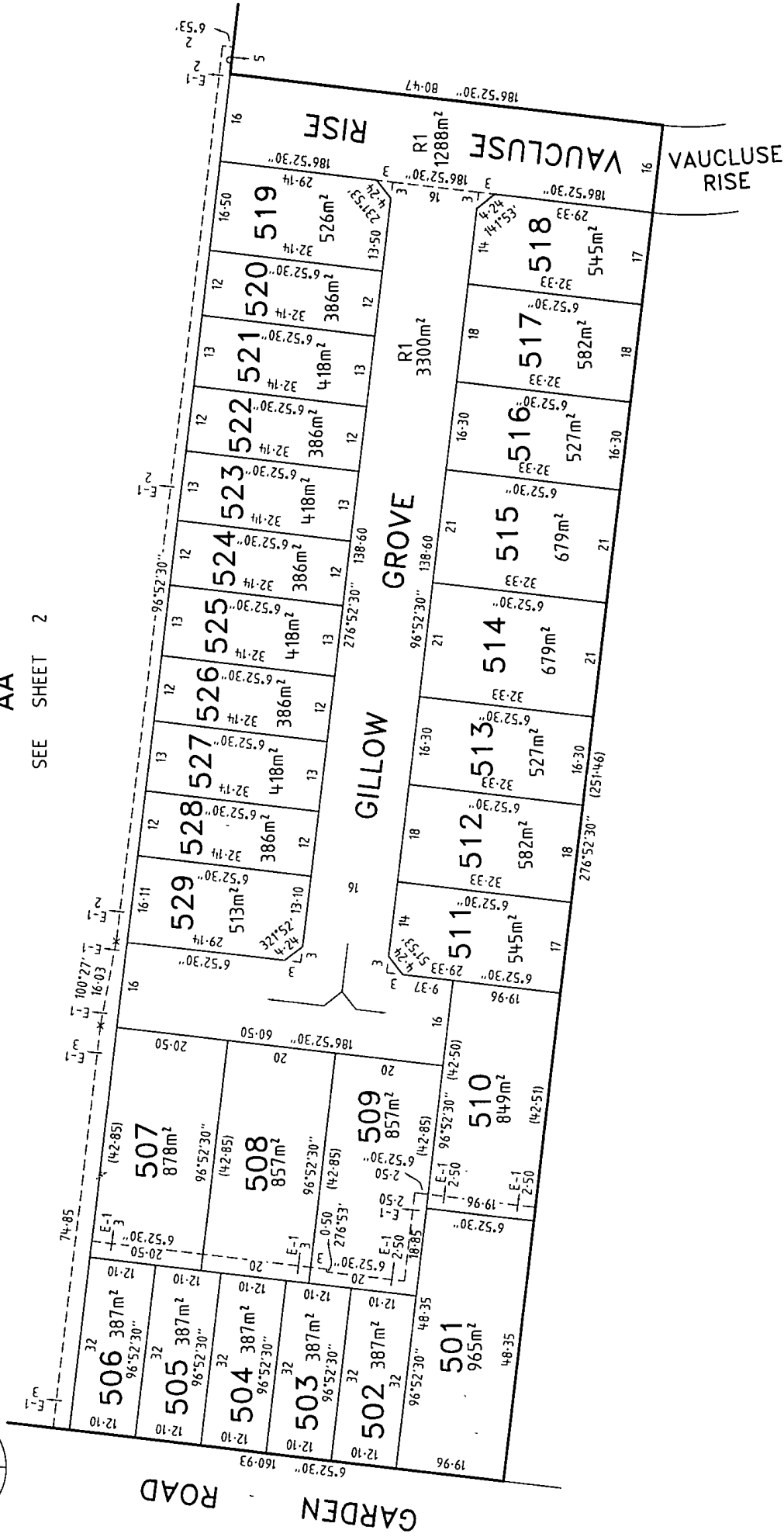
Plan Number
PS 542635F

Stage No. _____



AA

SEE SHEET 2



Sheet 3 of 6 sheets

VAUCLOSE

Bosco Jonson Pty Ltd

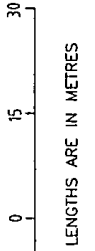
A.B.N 95 282 532 642
 P.O Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

STAGE 5



SCALE SHEET SIZE A3
1:750

SCALE



LICENSED SURVEYOR (PRINT)

GEOFFREY JAMES TURNER

SIGNATURE
 REF 4181053
 DWG 418105AD

DATE / /
 07/01/08
 VERSION D

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.
/

Plan Number

PS 542635F





CREATION OF RESTRICTION "A"

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED
THE LAND BURDENED AND BENEFICIARIES OF THIS RESTRICTION ARE:

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 501 | 502, 509, 510 |
| 502 | 501, 503, 509 |
| 503 | 502, 504, 508, 509 |
| 504 | 503, 505, 508 |
| 505 | 504, 506, 507, 508 |
| 506 | 505, 507 |
| 507 | 505, 506, 508 |
| 508 | 503, 504, 505, 507, 509 |
| 509 | 501, 502, 503, 508, 510 |
| 510 | 501, 509, 511 |
| 511 | 510, 512 |
| 512 | 511, 513 |
| 513 | 512, 514 |
| 514 | 513, 515 |
| 515 | 514, 516 |
| 516 | 515, 517 |
| 517 | 516, 518 |
| 518 | 517 |
| 519 | 520 |
| 520 | 519, 521 |
| 521 | 520, 522 |
| 522 | 521, 523 |
| 523 | 522, 524 |
| 524 | 523, 525 |
| 525 | 524, 526 |
| 526 | 525, 527 |
| 527 | 526, 528 |
| 528 | 527, 529 |
| 529 | 528 |

LEGEND

REFER TO BUILDING ENVELOPE DIAGRAM SHOWN ON SHEET 5 OF THIS PLAN.
FURTHER DEFINITIONS ARE CONTAINED WITHIN THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO BELOW.

-  SINGLE STOREY BUILDING ZONE
-  OVERLOOKING ZONE
Habitable room windows/Raised open spaces are a source of overlooking
-  NON OVERLOOKING ZONE
Habitable room windows/Raised open spaces are not a source of overlooking
-  BUILDING TO BOUNDARY ZONE

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN TO WHICH ANY OF THE FOLLOWING RESTRICTIONS APPLY:

- SHALL NOT BUILD OR ALLOW TO BE BUILT OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPES SHOWN ON SHEET 5 OF THIS PLAN AND AS CONTAINED WITHIN THE ENDORSED MEMORANDUM OF COMMON PROVISIONS REGISTERED IN APPLICATION No. WHICH MEMORANDUM OF COMMON PROVISIONS IS HEREBY INCORPORATED INTO AND BY THIS PLAN.
- THE BUILDING ENVELOPES CONTAINED WITHIN MEMORANDUM OF COMMON PROVISIONS **AA.845** & THIS PLAN SHALL CEASE TO HAVE EFFECT ON THE BURDENED LOT CONTAINING THE ENVELOPE ON THE 31st DECEMBER 2014.

VAUCLUSE

STAGE 5

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

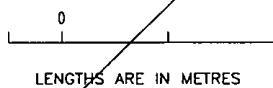


Sheet 4 of 6 sheets

ORIGINAL

SCALE

SCALE
SHEET SIZE
A3



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DATE / /

REF 4181053 07/01/08 VERSION D
DWG 418105AD

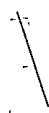
DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 mm

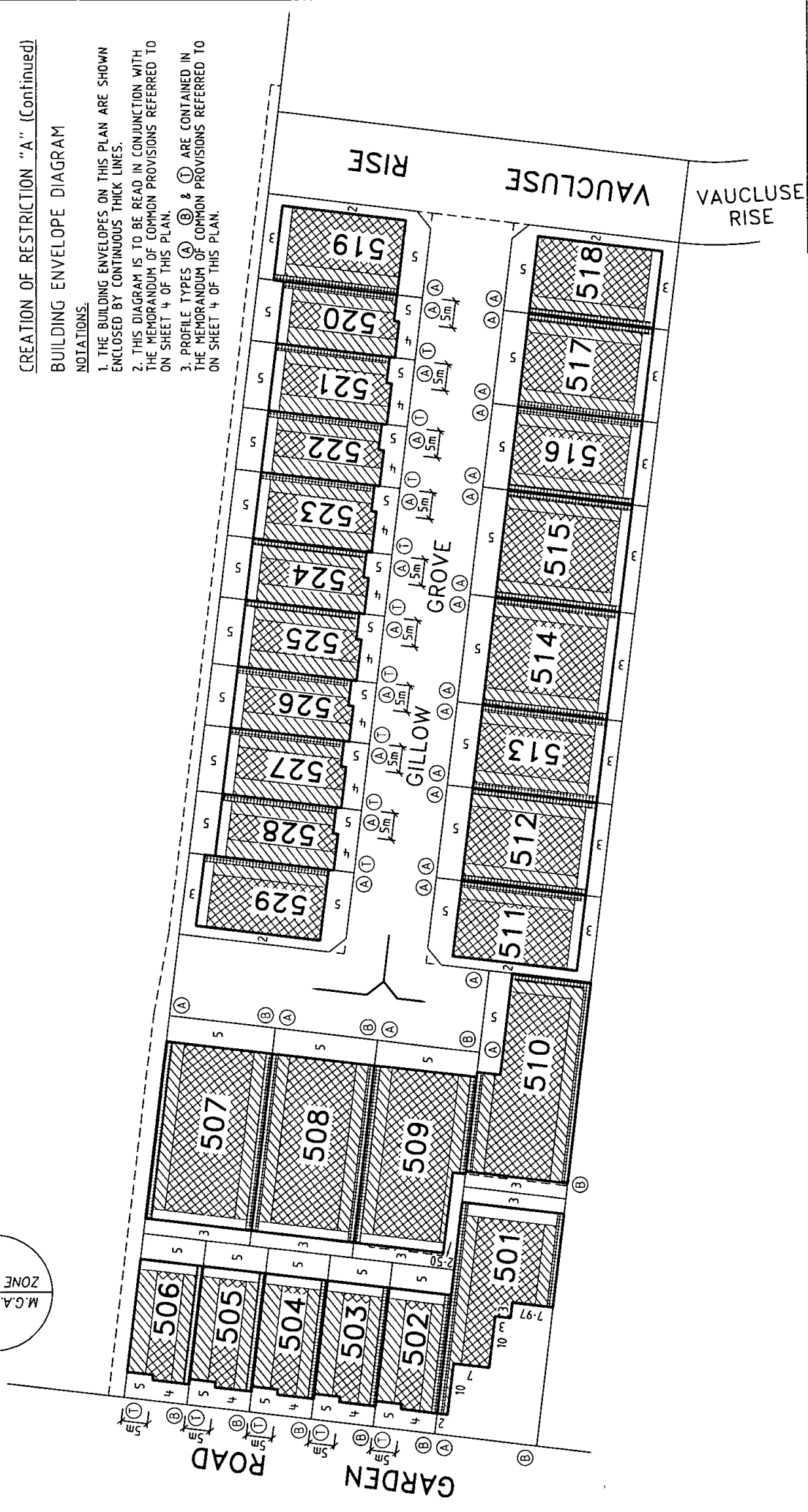
PLAN OF SUBDIVISION

Stage No.  Plan Number
PS 542635F

CREATION OF RESTRICTION "A" (Continued)
BUILDING ENVELOPE DIAGRAM

NOTATIONS:

1. THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES.
2. THIS DIAGRAM IS TO BE READ IN CONJUNCTION WITH THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO ON SHEET 4 OF THIS PLAN.
3. PROFILE TYPES (A), (B) & (T) ARE CONTAINED IN THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO ON SHEET 4 OF THIS PLAN.




Sheet 5 of 6 sheets

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
 SIGNATURE DATE / /
 REF 4181053 07/01/08 VERSION D
 DWG 418105AD

COUNCIL DELEGATE SIGNATURE
 DATE / /

SCALE




LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
 1:750 A3

VAUCLUSE

STAGE 5



Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

From www.planning.vic.gov.au at 03 May 2025 03:11 PM

PROPERTY DETAILS

Address: **10 GILLOW GROVE DOREEN 3754**
 Lot and Plan Number: **Lot 523 PS542635**
 Standard Parcel Identifier (SPI): **523\PS542635**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **655282**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 391 F12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **YAN YEAN**

OTHER

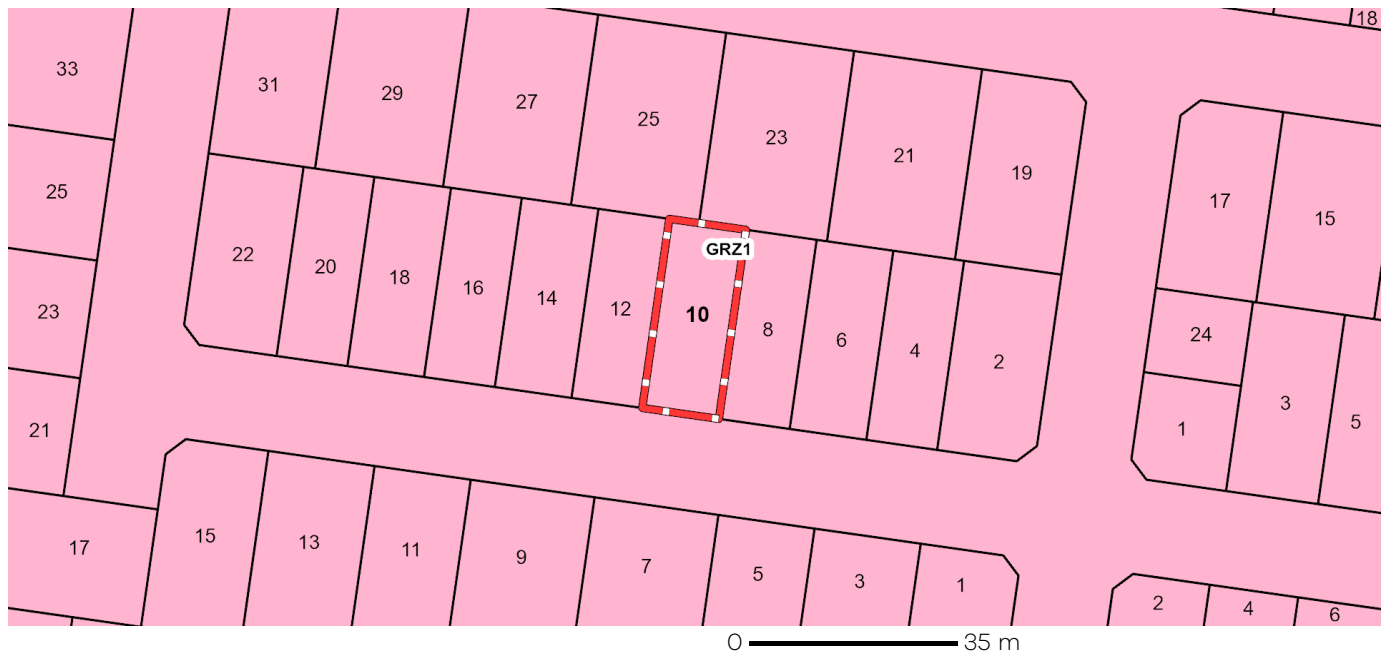
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



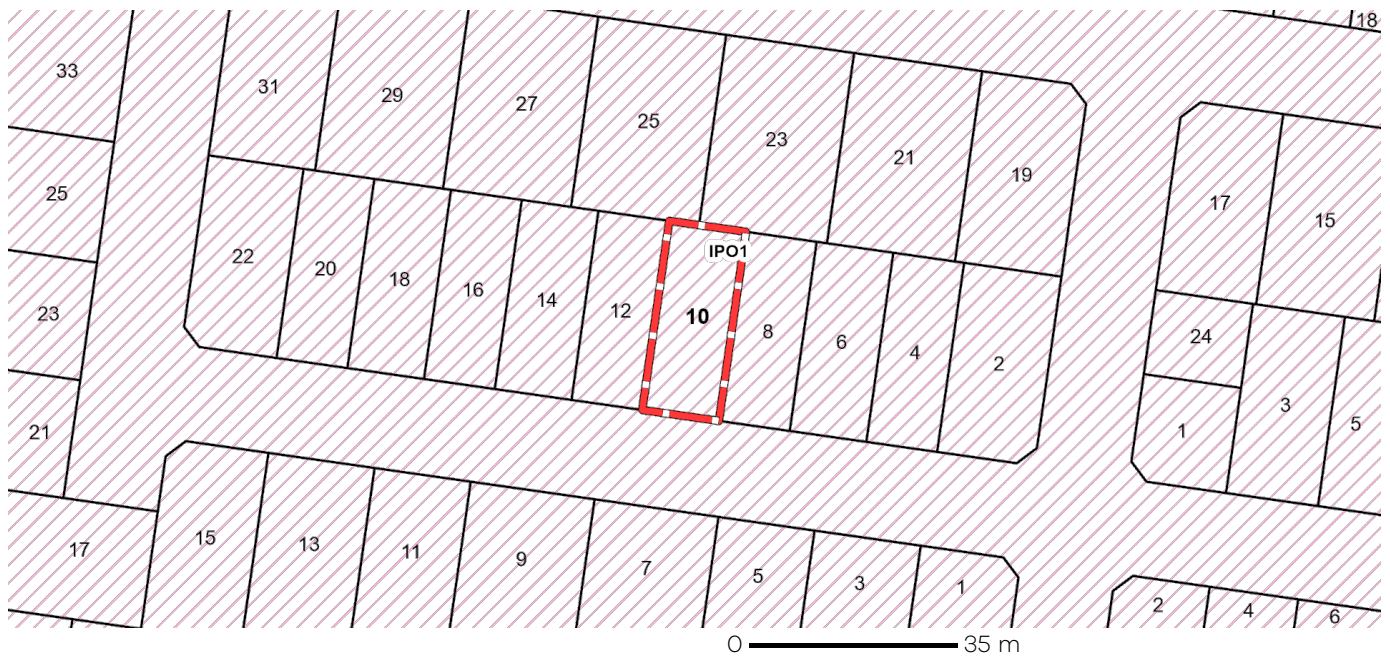
 **DPO - Development Plan Overlay**

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

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

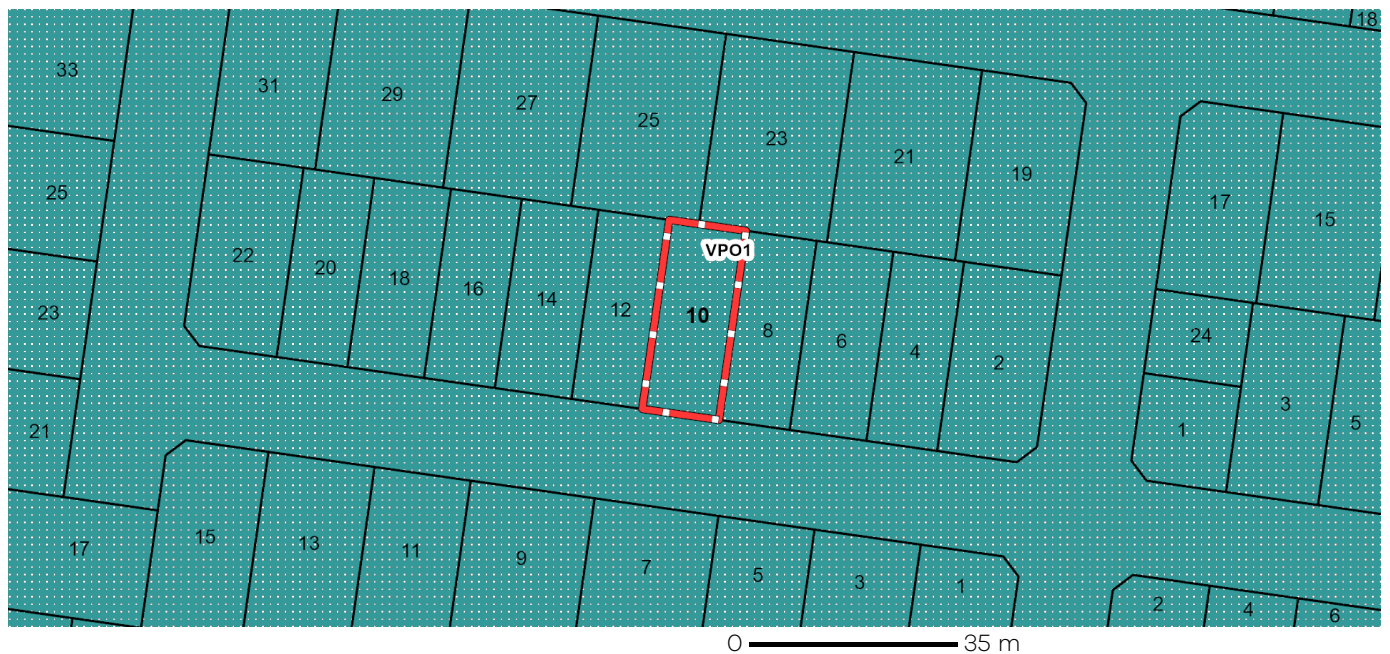


 **IPO - Incorporated Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

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

Further Planning Information

Planning scheme data last updated on 01 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

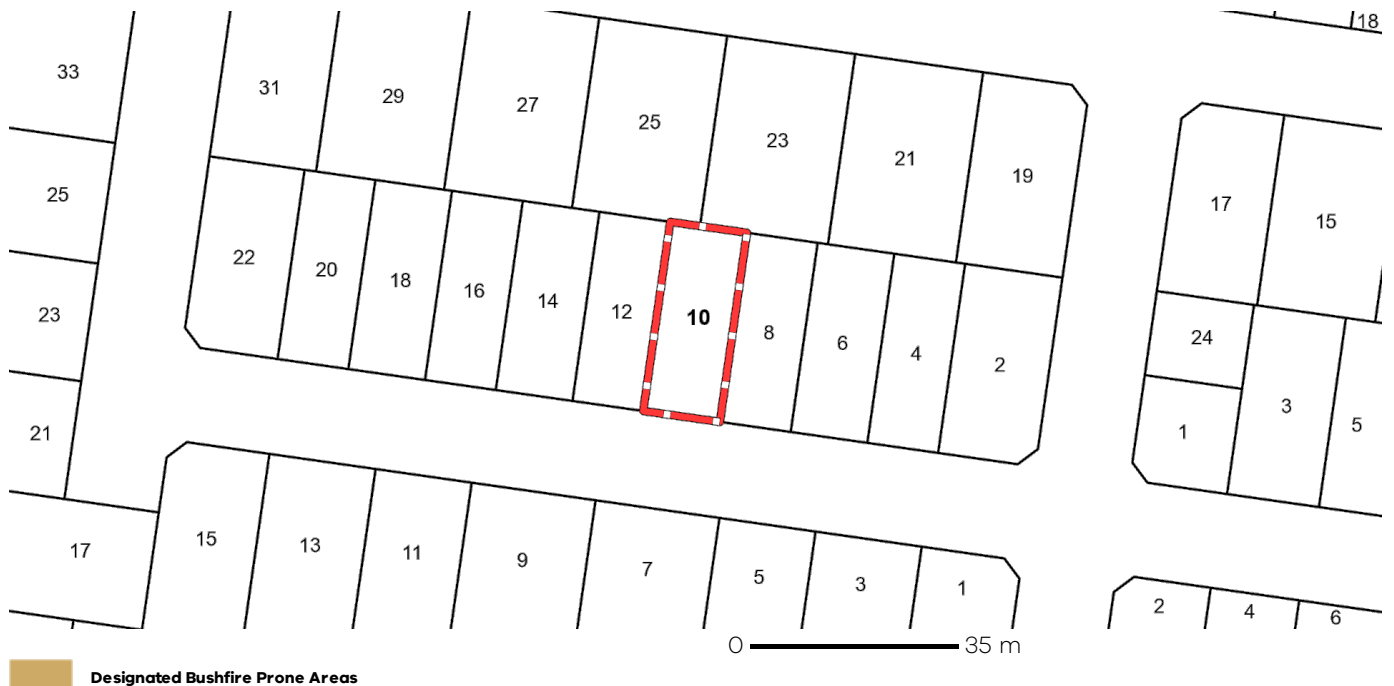
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

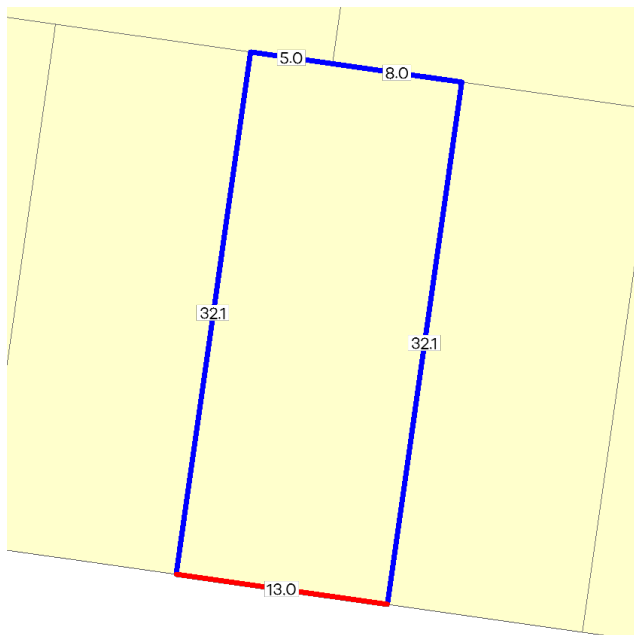
PROPERTY DETAILS

Address: **10 GILLOW GROVE DOREEN 3754**
Lot and Plan Number: **Lot 523 PS542635**
Standard Parcel Identifier (SPI): **523\PS542635**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **655282**
Directory Reference: **Melway 391 F12**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 418 sq. m

Perimeter: 90 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

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

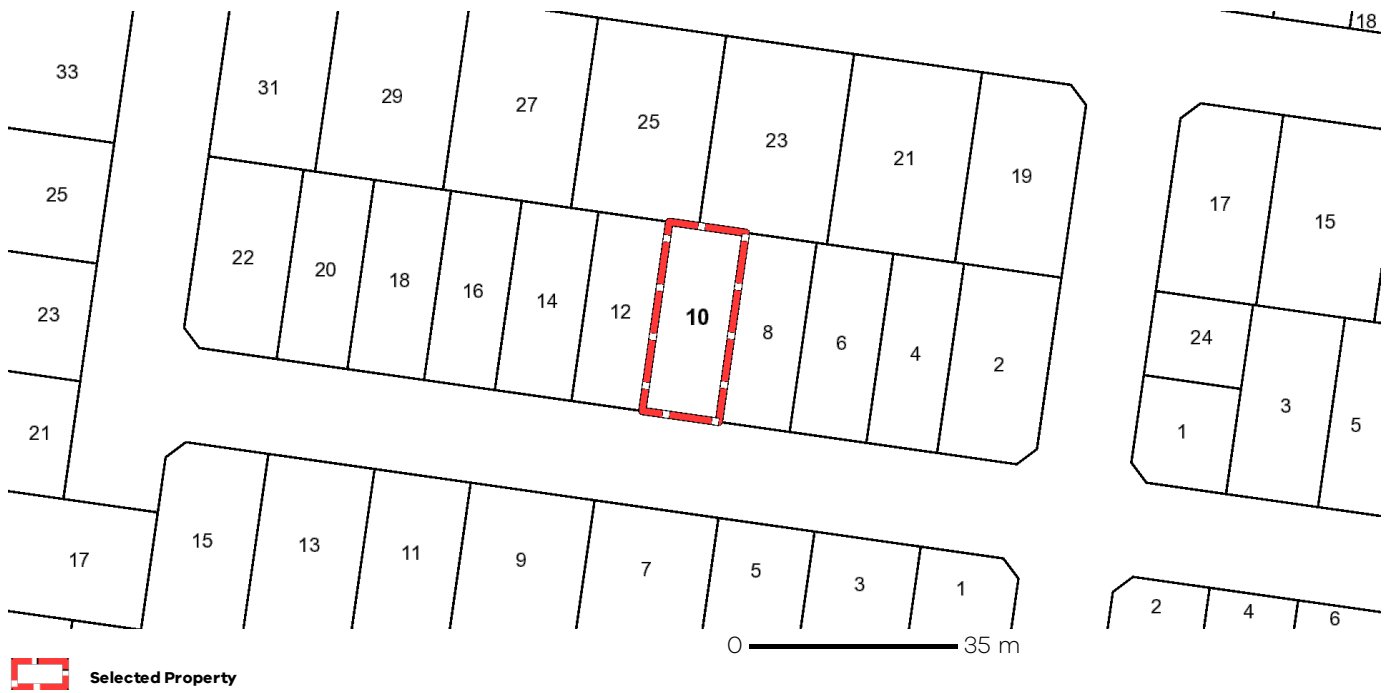
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



File Number: BLD20216838

Tuesday, 27 April 2021

Brittany Grimble
10 Gillow Grove
Doreen Vic 3754
Aden Vetrone
10 Gillow Grove
Doreen Vic 3754

Advise Letter Of Building Permit Approved On Your Property

Lot 523, 10 Gillow Grove Doreen Vic 3754 Australia

Construction of a Verandah

Dear Sir/Madam

As required by regulation 314(2) please find a copy of the building permit that has been issued to the works mentioned above at the above address.

Should you require any further information please do not hesitate to contact me.

Yours faithfully,



Steven Esler - BS-U 23308
Building Surveyor - Unlimited
encl.

Building Permit No.: BS-U 23308/7254323502903 Date Issued: 27/04/2021

INFORM BUILDING PERMITS PTY LTD

1/170 Forster Road,
Mount Waverley VIC 3149

P: (03) 9702 6673
E: info@informpermits.com.au
W: www.informpermits.com.au

ABN 97 969 965 476

FORM 2
Regulation 37(1)
Building Regulations 2018
Building Act 1993

BUILDING PERMIT

Inform Building Permit Ref. No.: BLD20216838

ISSUE TO :

Agent of Owner Permit Plans Studio
ACN/ARBN : 65 873 046 791
Postal Address : PO Box 1250 Kensington
Email : brad@permitplans.com, admin@permitplans.com
Contact Person: Brad Volling
Address for serving or giving Documents: PO Box 1250 Kensington

Postcode : 3031

Telephone : 1300 022 240

Postcode : 3031

OWNERSHIP DETAILS :

Owner Brittany Grimble
ACN/ARBN : N/A
Postal Address : 10 Gillow Grove Doreen
Email : brittanygrimble@gmail.com
Contact Person:
Address for serving or giving Documents : 10 Gillow Grove Doreen

Postcode : 3754

Telephone : 0406 866 017

Postcode : 3754

OWNERSHIP DETAILS :

Owner Aden Vetrone
ACN/ARBN : N/A
Postal Address : 10 Gillow Grove Doreen
Email :
Contact Person:
Address for serving or giving Documents : 10 Gillow Grove Doreen

Postcode : 3754

Telephone : 0406 866 017

Postcode : 3754

PROPERTY DETAILS :

Number : 10 **Street/Road :** Gillow Grove **Suburb :** Doreen **Postcode :** 3754
Lots/s : 523 **LP/PS :** PS542635F **Volume :** 11069 **Folio :** 901
Crown Allotment : N/A **Section No. :** N/A **Parish :** **County :**
Municipal District : Whittlesea City Council

BUILDER :

Name: Jake Fisher **Telephone :** 0425 534 240
Address : 15 Senecio Drive Doreen **Postcode :** 3754

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS

a) To be engaged in the building work

| Name | Category/Class | Registration Number |
|-------------|------------------------------|---------------------|
| Jake Fisher | Domestic Builder - Unlimited | DB-U 66820 |

b) Who were engaged to prepare documents forming part of the application for the permit

| Name | Category/Class | Registration Number |
|-----------------|---|---------------------|
| Riccardo Romano | Draftsperson - Building Design (Architectural) | DP-AD 23101 |

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

DETAILS OF RELEVANT PLANNING PERMIT

Building Permit No.: BS-U 23308/7254323502903 Date Issued: 27/04/2021

| | | | |
|--|-----|---------------------|-----|
| The issuer or provider of required insurance policy is : | N/A | Planning Permit No: | N/A |
| Insurance policy number : | N/A | Date of grant : | N/A |
| Insurance policy date : | N/A | | |

NATURE OF BUILDING WORKS

Construction of a Verandah

| | | | |
|---|-------------|--------------------|-----|
| Storeys contains : | 1 | Rise in storeys : | N/A |
| Version of BCA applicable to permit : | NCC 2019 | Effective height : | N/A |
| Type of construction : | N/A | | |
| Cost of Building work: | \$14,300.00 | | |
| Total floor area of new building work in m ² : | 29 | | |

BUILDING CLASSIFICATION

| Part of Building | BCA Class |
|------------------|-----------|
| Verandah | 1a(a) |

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

1. Inspection of pad footings
2. Inspection of frame / final

OCCUPATION OR USE OF BUILDING : A certificate of final inspection is required prior to the occupation or use of this building..

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

 This building work must commence by **27 April 2022**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

 This building work must be completed by **27 April 2023**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

CONDITIONS AND REQUIRED CERTIFICATES

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

RELEVANT BUILDING SURVEYOR

| | |
|---|--|
| Name : | Steven Esler |
| Company : | Inform Building Permits |
| Address : | 1/170 Forster Road Mount Waverley VIC 3149 |
| Email : | info@informpermits.com.au |
| Building Practitioner registration no. : | BS-U 23308 |
| Municipal District : | Whittlesea City Council |
| Date of issue of permit : | 27 April 2021 |
| Permit No. : | BS-U 23308/7254323502903 |

Building Permit No.: BS-U 23308/7254323502903 Date Issued: 27/04/2021



ANNEXURES

| | |
|------------|---|
| Annexure A | Building Permit conditions & Relevant building surveyor's notes |
| Annexure B | Approved documents |
| Annexure C | Consent to partial compliance |
| Annexure D | Performance solutions |
| Annexure E | Building Appeals Board determinations and orders |

Notes

- Note 1 Under Regulation 42 an owner of a building of land for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2 Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of the Building Act 1993.

Annexures A

BUILDING PERMIT CONDITIONS

The following permit conditions form part of this building permit approval, **please read them carefully**. It is the responsibility of the permit holder/owner/applicant/builder to ensure that the building permit conditions listed below are satisfied prior to the completion of the works and issue of the occupancy permit and / or certificate of Final Inspection.

1. A copy of approved documentation and building permit must be available onsite at all times during construction.
2. All construction must be in accordance with current provision of schedule of referenced documents as listed in NCC 2019 Amdt 1, Vol 2, Schedule 4.
3. No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor.
4. The person in charge of the building works are not to proceed past the mandatory notification stage being the inspections listed on the building permit, prior to obtaining the inspection approval in writing from Inform Building Permits Pty Ltd.
5. All additional permits required by the Council shall be obtained and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, etc).
6. Crossing deposits/fees may be required to be paid to Council prior to commencement of the building works;
7. No works are permitted outside the property boundaries unless the report & consent of the relevant council is obtained for protection of the public covering the erection of precautions over the street alignment prior to works commencing. The precautions must be inspected and approved by the relevant building surveyor before demolition works commences. Before and during the carrying out of building work all excavations must be fenced or otherwise guarded against being a danger to life or property. The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public.
8. Signage listing the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed in a conspicuous position accessible to the public.
9. Temporary fencing must be provided to the street front of the allotment throughout the construction period by the owner / agent of the owner and the builder.
10. The building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owners responsibility to ensure compliance with any restrictions. The owner may be subject to enforcement proceedings by Council or legal proceedings from other beneficiaries if they do not comply any relevant covenant/encumbrance.

Building Permit No.: BS-U 23308/7254323502903 Date Issued: 27/04/2021

Annexures B

APPROVED DOCUMENTATION

Documents forming part of this building permit approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of the inspection stages nominated by the Relevant Building Surveyor.

| Document Description | Prepared By |
|-------------------------------|---------------------|
| Working Drawings - Sheets 1-4 | Permit Plans Studio |

| | | | |
|------------------------------------|---------------------------------|----------------------------------|---|
| Date of issue 23/04/2025 | Assessment No. 655282 | Certificate No. 171261 | Your reference 76539124-015-1 |
|------------------------------------|---------------------------------|----------------------------------|---|

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 10 Gillow Grove DOREEN 3754

Description: LOT: 523 PS: 542635F

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 | \$650,000 | \$390,000 | \$32,500 |

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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 | \$1,522.16 | |
| 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 | \$56.55 | |
| 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 | \$1,603.00 | |
| Interest to 23/04/2025 | \$0.00 | |
| Other adjustments | \$0.00 | |
| Less Concessions | \$0.00 | |
| Sustainable land management rebate | \$0.00 | |
| Payments | -\$4,224.73 | |
| Balance of rates & charges due: | | -\$585.97 |

Property debts

Other debtor amounts

Special rates & charges

nil

| | |
|--|------------------|
| Total rates, charges and other monies due | -\$585.97 |
|--|------------------|

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **655282**



Phone 1300 301 185
Ref **655282**



Bill Code **5157**
Ref **655282**

22nd April 2025

Perfect Conveyancing Solutions C/- Triconvey2 (Res
LANDATA

Dear Perfect Conveyancing Solutions C/- Triconvey2 (Res,

RE: Application for Water Information Statement

| | |
|--|---|
| Property Address: | 10 GILLOW GROVE DOREEN 3754 |
| Applicant | Perfect Conveyancing Solutions C/- Triconvey2 (Res LANDATA |
| Information Statement | 30934679 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 657181 |

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|-----------------------------|
| Property Address | 10 GILLOW GROVE DOREEN 3754 |
|------------------|-----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

| | |
|------------------|-----------------------------|
| Property Address | 10 GILLOW GROVE DOREEN 3754 |
|------------------|-----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

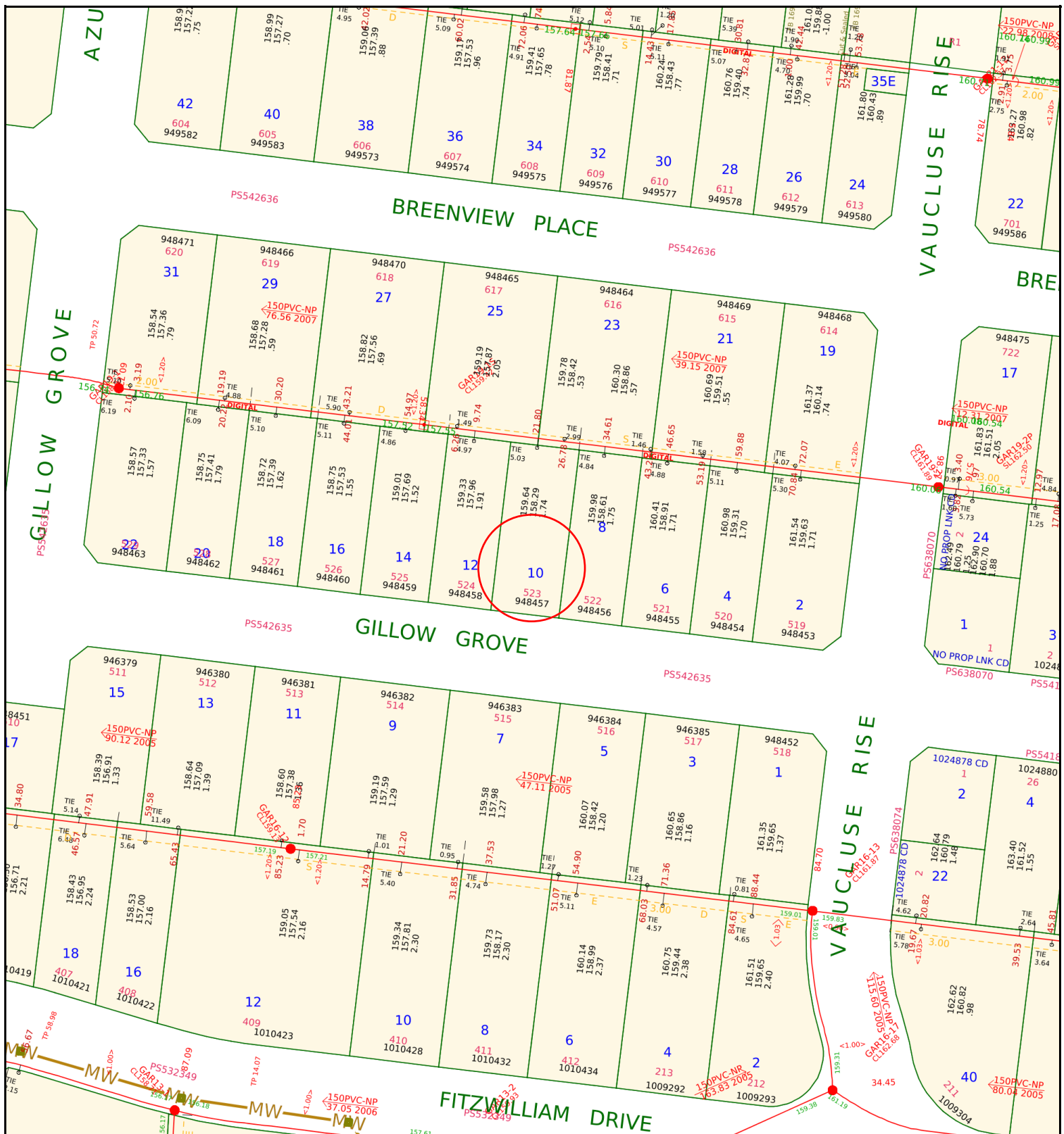
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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















**Yarra Valley Water
Information Statement
Number: 30934679**

| | |
|----------------|-----------------------------|
| Address | 10 GILLOW GROVE DOREEN 3754 |
| Date | 22/04/2025 |
| Scale | 1:1000 |



Yarra Valley Water
ABN 93 066 902 501

| | | | | | |
|-----------------|---|---------------------|---|------------------------------------|--|
| Existing Title |  | Access Point Number | GLV2-42 | MW Drainage Channel Centreline |  |
| Proposed Title |  | Sewer Manhole |  | MW Drainage Underground Centreline |  |
| Easement |  | Sewer Pipe Flow |  | 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;

Perfect Conveyancing Solutions C/- Triconvey2 (Res
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9033036163
Rate Certificate No: 30934679

Date of Issue: 22/04/2025
Your Ref: 657181

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|-------------------------------|--------------|-----------------|---------------|
| 10 GILLOW GR, DOREEN VIC 3754 | 523\PS542635 | 1656536 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge | 01-04-2025 to 30-06-2025 | \$20.64 | \$20.64 |
| Residential Water and Sewer Usage Charge <i>Step 1 – 42.240000kL x \$3.43420000 = \$145.06</i> <i>Step 2 – 8.760000kL x \$4.50590000 = \$39.47</i> Estimated Average Daily Usage \$1.92 | 07-11-2024 to 11-02-2025 | \$184.53 | \$0.00 |
| Residential Sewer Service Charge | 01-04-2025 to 30-06-2025 | \$118.19 | \$118.19 |
| Parks Fee | 01-04-2025 to 30-06-2025 | \$21.74 | \$21.74 |
| Drainage Fee | 01-04-2025 to 30-06-2025 | \$30.44 | \$30.44 |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | -\$61.77 cr |
| | Total for This Property | | \$129.24 |



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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.

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: 1656536

Address: 10 GILLOW GR, DOREEN VIC 3754

Water Information Statement Number: 30934679

HOW TO PAY



Bill Code: 314567
Ref: 90330361636

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

| | |
|------------------------|-------------|
| Your Reference: | 25/0023 |
| Certificate No: | 89614391 |
| Issue Date: | 22 APR 2025 |
| Enquiries: | ESYSPROD |

Land Address: 10 GILLOW GROVE DOREEN VIC 3754

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 36380032 | 523 | 542635 | 11069 | 901 | \$0.00 |

Vendor: ADEN VETRONE & BRITTANY VETRONE (FORMERLY GRIMBLE)

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|-----------------------|-------------------------|------------------|------------------|--------|
| BRITTANY ROSE GRIMBLE | 2025 | \$390,000 | \$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): | \$650,000 |
|-------------------------------|-----------|

| | |
|------------------|-----------|
| SITE VALUE (SV): | \$390,000 |
|------------------|-----------|

| | |
|---|---------------|
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$0.00 |
|---|---------------|

Notes to Certificate - Land Tax

Certificate No: 89614391

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 = \$1,620.00

Taxable Value = \$390,000

Calculated as \$1,350 plus (\$390,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

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

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 89614391

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: 89614391

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

| | |
|------------------------|-------------|
| Your Reference: | 25/0023 |
| Certificate No: | 89614391 |
| Issue Date: | 22 APR 2025 |
| Enquires: | ESYSPROD |

Land Address: 10 GILLOW GROVE DOREEN VIC 3754

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|--|-------------|
| 36380032 | 523 | 542635 | 11069 | 901 | \$0.00 |
| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment | |
| 110 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. | |

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

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$650,000 |
| SITE VALUE: | \$390,000 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89614391

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

Your Reference: 25/0023

Certificate No: 89614391

Issue Date: 22 APR 2025

Land Address: 10 GILLOW GROVE DOREEN VIC 3754

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 523 | 542635 | 11069 | 901 |

Vendor: ADEN VETRONE & BRITTANY VETRONE (FORMERLY GRIMBLE)

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 89614391

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

| | | |
|---|--|--|
| <p>BPAY</p>  <p>Billers Code: 416073 Ref: 89614390</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p> | <p>CARD</p>  <p>Ref: 89614390</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p> | <p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|---|--|--|