

DATED

2024

VENDOR

STEVEN JOHN LEE AND PINA LEE
(as Executors of the Estate of ANNA COSCARELLA Deceased)

to

PURCHASER

CONTRACT OF SALE OF REAL ESTATE

Property: 14 LINOAK AVENUE, LALOR 3075

DELLIOS WEST & CO

Solicitors

202 High Street,
Thomastown Vic 3074

Tel: 9465 7544

Email: thomastown@dellioswest.com.au

Ref: PD:MG:24.12192.348

DELLIOS WEST & CO

BARRISTERS & SOLICITORS, BUSINESS & INVESTMENT CONSULTANTS

CONTRACT OF SALE OF REAL ESTATE

PROPERTY ADDRESS: 14 LINOAK AVENUE, LALOR 3075

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

The terms of this contract are contained in the-

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

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract and Vendor's Statement required by Section 32 of the Sale of Land Act 1962, as attached

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 this contract.

SIGNED BY THE PURCHASER

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

Print name(s) of person(s) signing

State nature of authority if applicable (e.g. 'Director', 'Attorney under Power of Attorney')

This offer will lapse unless accepted within [] clear business days.

SIGNED BY THE VENDOR

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

Print name(s) of person(s) signing

STEVEN JOHN LEE AND PINA LEE (as Executors of the Estate of ANNA COSCARELLA deceased)

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

Off The Plan Sales (Section 9AA (1A) of the Sale of Land Act

- You may negotiate with the Vendor about the amount of deposit moneys payable under the contract which must not exceed 10% of the price.
- A substantial period of time may elapse between the day on which you sign the contract for 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 for sale of that lot and the day on which you become the registered proprietor.

DELLIOS WEST & CO

BARRISTERS & SOLICITORS, BUSINESS & INVESTMENT CONSULTANTS

PARTICULARS OF SALE

Vendor's Estate Agent: Address: Telephone: 9401 1117	HARCOURTS RATA & CO 769 High Street, Epping 3076 Email: sold@rataandco.com.au Ref:									
Vendor: Address:	STEVEN JOHN LEE AND PINA LEE (as Executors of the Estate of ANNA COSCARELLA deceased)									
Vendor's Legal Practitioner: Address: Telephone: 9465 7544	DELLIOS WEST & CO 202 High Street, Thomastown 3074 Fax: 9465 7955 DX: 97401 Thomastown Email: thomastown@dellioswest.com.au									
Purchaser: Address:										
Purchaser's Legal Practitioner: Address: Telephone:	Fax: DX: email:									
Property Address	14 LINOAK AVENUE, LALOR 3075									
Land:	The land described – in the copy Register Search Statement and plan(s) in the attached Section 32 Statement as Volume 8676 Folio 798 and includes all fixtures and fittings as inspected.									
Goods Sold with the Land (list or attach schedule)	All fixtures and fittings as inspected									
Payment	<table><tr><td>Price</td><td>\$</td><td></td></tr><tr><td>Deposit</td><td>\$</td><td>Ten percent (10%) on the signing hereof</td></tr><tr><td>Balance</td><td>\$</td><td>_____ payable at settlement</td></tr></table>	Price	\$		Deposit	\$	Ten percent (10%) on the signing hereof	Balance	\$	_____ payable at settlement
Price	\$									
Deposit	\$	Ten percent (10%) on the signing hereof								
Balance	\$	_____ payable at settlement								
GST (refer to general condition 12) The price includes GST (if any)										
Settlement is due on / / At settlement the purchaser is entitled to vacant possession of the property and the chattels, shall be given, namely, upon acceptance of title and payment of the price										
Encumbrances This sale is NOT subject to an existing mortgage.										
Special conditions This contract includes any special conditions which are annexed.										

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this contract 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries and are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement.
- 2.2 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land;
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Properties Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

7.3 The vendor must ensure that at or before settlement, the purchaser receives -

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that -

- (a) (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) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless;
- (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
- (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of general condition 7.3(a) must be in writing and must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(b) at or as soon as practicable after settlement.

- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The Purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, 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 -
 - (c) as though the purchaser was in default.
- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This General condition 7.11 applies despite general condition 7.1.
- 7.12 Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

MONEY

9. Settlement

- 9.1 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.
- 9.2 The vendor's obligations under this general condition continue after settlement.
- 9.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

10. Payment

- 10.1 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
- 10.2 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 or legal practitioner and held by the estate agent or legal practitioner on trust for the purchaser until the registration of the plan of subdivision.
- 10.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner.
- 10.4 At settlement, payments may be made or tendered:
- (a) by draft or cheque drawn on an authorised deposit-taking institution; or
 - (b) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 10.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of

the *Banking Act 1959 (Cth)* is in force.

- 10.6 The purchaser must pay bank fees on up to five bank cheques at settlement, but the vendor must reimburse the purchaser for any bank fees on any additional bank cheques requested by the vendor.

11. Stakeholding

- 11.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that-
 - there are no debts secured against the property which exceed the balance of the price; and
- (b) at least 28 days have elapsed since the day of sale; and
- (c) all conditions of the *Sale of Land Act 1962* have been satisfied.

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

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

- 11.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title.

12. GST

- 12.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the *GST Act*; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the *GST Act*.

- 12.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

- 12.4 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.

- 12.5 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.

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

- 12.7 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.

13. Loan

- 13.1 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.

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

- (a) immediately applied for the loan; and

- (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 13.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 14. Adjustments**
- 14.1 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 and adjusted at settlement and any adjustment paid and received as appropriate.
- 14.2 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 any party is disregarded in calculating apportionment.
- 14.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 14, if requested by the vendor.

TRANSACTIONAL

15. Time

- 15.1 Time is of the essence of this contract.
- 15.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

16. Service

- 16.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt as provided in section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 16.2 Any demand, notice, or document required to be served by or on any party may be served by the legal practitioner for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 16.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

17. NOMINATION

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

Any nomination must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal representative or conveyancer –

- (a) nomination notice executed by the nominee and the Purchaser; and
- (b) a copy of the duly signed nominee statutory declaration required by the State Revenue Office.
- (c) if the nominee is a Corporation to which General Condition 18 applies, a guarantee and indemnity which complies with the requirements of General Condition 19 but includes changes necessary by reason of the nomination.

- (d) a written acknowledgment from the Guarantors that the nomination of the nominee does not vitiate the Guarantors' obligations.
- (e) a statement signed by the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and
- (f) a cheque payable to the Vendor's legal representative for \$275.00 (Inc GST) being their costs for advising the Vendor on compliance with this General Condition.

18. 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.

19. Guarantee

Each director of the purchaser jointly and severally guarantees the purchaser's performance of this contract if the purchaser is a proprietary limited company or any other incorporated entity not listed on an Australian Stock Exchange.

20. Notices

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

21. 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.

22. Loss or damage before settlement

- 22.1 The vendor carries the risk of loss or damage to the property until settlement.
- 22.2 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.
- 22.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 22.2, but may claim compensation from the vendor after settlement.

23. 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; and
 - (c) legal costs incurred by the other party in relation to the breach.

DEFAULT

24. Interest

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

25. Default notice

- 25.1 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 served and fails to comply with a written default notice.
- 25.2 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 service of the notice-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

26. Default not remedied

- 26.1 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.

- 26.2 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.
- 26.3 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.
- 26.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit 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.
- 26.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

- 1.1 The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 a copy of which is attached or any rules prescribed by regulation which modify or replace those Rules.
- 1.2 Also attached for information purposes only is a copy of Schedule 5 of the said Regulations.
2. If the Purchaser is a proprietary company it shall cause each of its directors to sign a Guarantee of this Contract in the form attached hereto prior to the execution of this Contract by the Vendor.
3. The Purchaser buys subject to the provisions of the Local Government Act 1989, the Planning and Environment Act 1987, the Environment Protection Act 1970 and any restrictions on the use of the property under any planning Act, plan or scheme in any legislation or imposed by any authority empowered by legislation to control the use of the property shall not affect the validity of this Contract, constitute a defect in the Vendor's title, or otherwise give rise to any claim against the Vendor and the Purchaser buys subject to any such restrictions and limitations.
4. The Purchaser shall take title subject to all such restrictions and conditions described in Special Condition 3 and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the property.
5. The Purchaser acknowledges and declares that he has purchased the property as a result of the Purchaser's own inspection and enquiry of such property and all buildings and structures thereon and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor, its consultants, agents or employees notwithstanding anything to the contrary herein contained or by law otherwise provided or implied. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation whatsoever regarding the state of repair and condition of any buildings or other structures on the property or any items within the buildings or structures.
6. The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Building Act 1993, Building Regulations, Victoria Building Regulations, Municipal Local Laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

- 7.1. The Purchaser acknowledges that:-
- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
 - b. the losses and expenses described in Special Condition 7.2 are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 23 of this Contract.
- 7.2. The Purchaser in addition to the interest chargeable under this Contract, shall pay to the Vendor on demand for:
- a. interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property, calculated from the due date for settlement; and
 - b. legal costs and expenses as between solicitor and client.
8. The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.
9. The Purchaser acknowledges and agrees that:-
- a. the information provided in this Contract of Sale and the Vendor's Statement has been collected by the Vendors and their advisers and agents in good faith and provided to the Purchaser in good faith.
 - b. none of the Vendors, the Vendor's employees or their agents, solicitors, consultants and advisers in any way warrant the accuracy of that information;
 - c. in making this disclosure the Vendor have acted honestly and reasonably and the Purchaser has made his own enquiries with respect to all matters relating to the property and the Contract prior to the day of sale; and
 - d. there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendors or any person or corporation on behalf of the Vendors except such as are made conditions of this Contract.
10. **STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS**
- 10.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions)
- 10.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.3. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

10.4 This Special Condition will not merge on completion.

11. FOREIGN INVESTMENT PROPERTY

- a. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.
- b. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

12. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 12.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("FRCGW Act") have the same meaning in this special condition unless the context requires otherwise save and except that unless expressly stated otherwise in this contract "market value" means the price exclusive of any GST.
- 12.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the FRCGW Act. The specified period in the clearance certificate must comply with the FRCGW Act.
- 12.3 This special condition only applies 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 FRCGW Act ("the amount") because one or more of the Vendors is a foreign resident, the property has or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the FRCGW Act.
- 12.4 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.
- 12.5 The Purchaser must subject to special condition 12.10:
 - 12.5.1 engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - 12.5.2 ensure that the representative does so.
- 12.6 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:
 - 12.6.1 pay, or ensure payment of, the amount to the Commissioner in the manner

- required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- 12.6.2 promptly provide the Vendor with proof of payment; and
- 12.6.3 otherwise comply, or ensure compliance with, this special condition; despite:
- 12.6.4 any contrary instructions, other than from both the Purchaser and the Vendor; and
- 12.6.5 any other provision in this contract to the contrary.
- 12.7 The representative is taken to have complied with the obligations in special conditions 12.6 if:
- 12.7.1 the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- 12.7.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 12.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the FRCGW Act must be given to the Purchaser before the due date for settlement.
- 12.9
- 12.9.1 At least 10 business days before the due date for settlement every Vendor shall provide to the Purchaser a form published by the Commissioner for withholding Purchaser payment notification with sections A, B, C and E completed truthfully and accurately.
- 12.9.2 At least 5 business days before the due date for settlement every Purchaser shall provide the Vendor the form referred to in special condition 12.9.1 with sections D and F completed truthfully and accurately and duly signed dated.
- 12.10 Unless the parties have agreed that special condition 12.7 will apply:
- 12.10.1 every Purchaser appoints the Vendor's solicitors as its honorary representative for the purpose of lodging the form referred to in special condition 12.9.2 with the Commissioner and forwarding the amount to the Commissioner.
- 12.10.2 the Purchaser shall either by electronic funds transfer prior to settlement or by bank cheque payable to the Commissioner at settlement give the amount to the Vendor's solicitors upon condition that the Vendor's solicitors shall comply with special condition 12.6.1 and 12.6.2 and provide proof thereof to the Purchaser.
- 12.10.3 the Purchaser authorises the Vendor's solicitor to make any correction to the said form which is reasonably required to comply with the Commissioner's requirements and the Purchaser agrees to provide any further information or assistance which the Vendor's solicitors may request and indemnifies the Vendor's solicitors against any claim whatsoever which may arise in respect of this special condition 12.
- 12.11 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 12.12 This special condition 12 shall not merge upon settlement.

13. Special condition 13 - Electronic conveyancing

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 13 applies:

13.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

13.2 The Vendor may give written notice if the Vendor reasonably believes that settlement and lodgment can no longer be conducted electronically.

13.3 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*.

13.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

13.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

13.7 Without prejudice to the Vendor's rights the parties must do everything reasonably necessary to effect settlement:

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 13.6 has not occurred by 4.00 pm;

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

mistaken payment.

13.9 The Vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber, and
- (d) direct the Vendor's subscriber to give all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.

13.10 The Vendor must, upon settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

14. GST WITHHOLDING

14.1 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 condition unless the context requires otherwise and all sections and Schedules referred to are sections and Schedules in those Acts.

14.2 This condition 14.2 applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 because the property is new residential premises or potential residential land in accordance with that section, and also if the sale attracts the operation of section 14-255 which if applicable continues to bind the Vendor.

14.3 The Purchaser shall deduct the amount from the Vendor's entitlement to the contract consideration which shall still be 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. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

14.4 The Purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement including the performance of the Purchaser's obligations under the legislation and this condition; and
- (b) ensure that the representative does so.

14.5 The terms of the representative's engagement hereby irrevocably 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 the balance of the price 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 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.
- 14.6 The representative is taken to have complied with the requirements of condition 14.5 if:
- (a) settlement is conducted through an electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 14.7 Save and except if condition 14.6 is complied with, the Purchaser must at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) and the Vendor must as soon as practicable after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply and give the Purchaser a receipt for the bank cheque which identifies the transaction.
- 14.8 The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 at least 14 days before the due date for settlement.
- 14.9 A party must within five (5) business days of written request 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 obligations to pay the amount, in accordance with section 14-250 and the party providing the information warrants that it is true and correct.
- 14.10 The Vendor warrants that:
- (a) At settlement, the property is not new residential premises or potential residential land in accordance with section 14-250 unless the Vendor gives the Purchaser a written notice under Section 14-255 to the effect that the Purchaser will be required to make a payment under section 14-250 in respect of the supply, and
 - (b) The amount specified in a written notice given by the Vendor to the Purchaser under section 14-255 is the correct amount required to be paid under section 14-250.

14.11 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that the penalties or interest arise from the Vendor's failure, including breach of a warranty in condition 14.10.

14.12 The Vendor hereby notifies the Purchaser that no amount is to be paid pursuant to Section 14-250 unless the Vendor gives to the Purchaser a notice pursuant to Section 14-255 to the contrary.

14.13 This condition will not merge on settlement.

15. Nothing contained in this Contract is intended to, nor shall it be deemed to, require the Purchaser to make any payment in relation to any adjustment in favour of the Vendor for any amounts to which either Section 10G or 10H of the Sale of Land Act applies.

SCHEDULE 1

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time before the conclusion of the auction.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if -

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the

auction starts and in any case not less than 30 minutes before the auction starts.

Questions

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

Forbidden activities at auctions

The law forbids any of the following -

- any person bidding for a vendor other than -
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
 - the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
 - the auctioneer acknowledging a bid if no bid was made;
 - any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
 - any person falsely claiming or falsely acknowledging that they made a bid;
 - an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

INFORMATION ONLY

G U A R A N T E E

I/WE,

in consideration of the within named Vendor having at my/our request agreed to sell the within described land to the within named Purchaser on the terms and conditions set out in the within written Contract **HEREBY AGREE** with the said Vendor that if at any time any moneys which the said Purchaser is obliged to pay to the said Vendor pursuant to the provisions of the Contract shall be in arrears and unpaid for the space of seven (7) days I/we will upon the request of the said Vendor forthwith pay to him those moneys **AND I/WE FURTHER AGREE** that this guarantee shall be a continuing one and that my/our liability hereunder shall not be affected by time or other indulgence shown by the said Vendor to the said Purchaser.

IN WITNESS whereof I/we hereunder set my/our hand/s and seal/s this

day of 20

SIGNED SEALED & DELIVERED)

by the said Guarantor/s)

in the presence of:)

VENDOR

STEVEN JOHN LEE AND PINA LEE
(as Executors of the Estate of ANNA COSCARELLA deceased)

to

PURCHASER

**VENDORS STATEMENT PURSUANT TO
SECTION 32 SALE OF LAND ACT 1962**

Property: 14 LINOAK AVENUE, LALOR 3075

DELLIOS WEST & CO

Solicitors

202 High Street,

Thomastown Vic 3074

Tel: 9465 7544

Email: thomastown@dellioswest.com.au

Ref: PD:MG: 205933-002

3.3 The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is -
Nil.

4. **SERVICES** - Information concerning the supply of the following services -

	Service	Connected
4.1	Electricity	connected
4.2	Gas	connected
4.3	Water	connected
4.4	Sewerage	connected
4.5	Telephone	not connected

The Purchaser should note that at settlement the Vendor may obtain final readings. As a result some services may be disconnected at or prior to settlement.

The Purchaser shall be liable for any connection fees to any services.

5. **BUILDING PERMITS**

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

Is contained in the attached Certificates.

Section 137B of the Building Act 1993 does not apply to the property unless there are attached copies of Owner Builder's Building Permit, Condition Report and Building Guarantee Insurance Certificate.

6. **NOTICES**

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

7. **OWNERS CORPORTION**

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

8. **TITLE** - Attached are copies of the following documents concerning the title:-

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

9. **BUSHFIRE PRONE AREA**

This land is not within a bushfire-prone area within the meaning of the regulations made under the Building Act 1993.

10. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

11. **DOCUMENTS** - Attached are copies of the following: (choose what you need)

- 11.1. Certificate of Title Volume 8676 Folio 798;
- 11.2. Due Diligence Checklist.

THIS STATEMENT IS GIVEN BY THE VENDOR ON THE / /2024

Signature/s of the Vendor:

STEVEN JOHN LEE & PINA LEE
(as Executors of the Estate of **ANNA**
COSCARELLA deceased)

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

DATE OF THIS ACKNOWLEDGMENT / /20

Signature/s of the Purchaser:

THIS STATEMENT was prepared upon the Vendor's instructions by

DELLIOS WEST & CO
Solicitors
202 High Street,
Thomastown Vic 3074
Tel: 9465 7544
Email: thomastown@dellioswest.com.au
Ref: PD:MG: 205933-002

Register Search Statement - Volume 8676 Folio 798

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 08676 FOLIO 798

Security no : 124113320608E
Produced 12/03/2024 10:19 AM

LAND DESCRIPTION

Lot 149 on Plan of Subdivision 072676.

PARENT TITLES :

Volume 08646 Folio 947

Volume 08651 Folio 125 to Volume 08651 Folio 126

Created by instrument LP072676 04/07/1967

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

STEVEN JOHN LEE

PINA LEE both of 40 RESEARCH DRIVE MILL PARK VIC 3082 Executor(s) of ANNA

COSCARELLA deceased

AX512621Q 01/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP072676 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX512606L (E)	CONV PCT & NOM ECT TO LC	Completed	01/12/2023
AX512621Q (E)	TRANSMISSION APPLICATION	Registered	01/12/2023

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

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

Street Address: 14 LINOAK AVENUE LALOR VIC 3075

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 12/03/2024, for Order Number 83238217. Your reference: Lee 205933-002.

INFORMATION ONLY

LP 72676
 EDITION 1
 PLAN MAY BE LODGED
 15/6/1/67

3 SHEETS
SHEET 1

COLOUR CODE
 E-1 = BLUE
 E-2 = BROWN
 E-3 = GREEN HATCHED

APPROPRIATIONS
 THE LAND COLOURED BROWN
 IS APPROPRIATED OR SET
 APART FOR EASEMENTS OF WAY

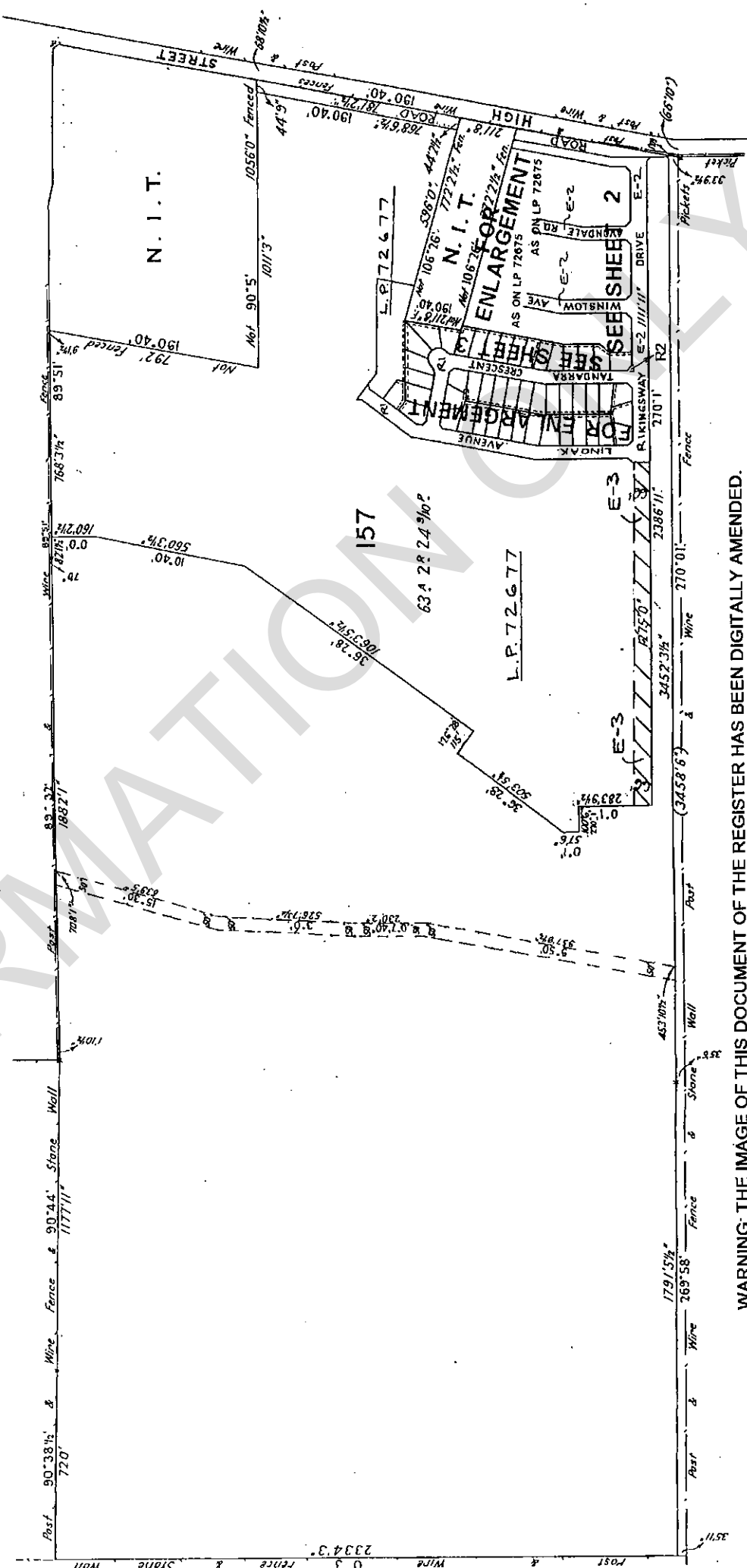
ENCUMBRANCES
 THE LAND COLOURED GREEN HATCHED
 IS ENCUMBERED SEE VOL. 8651 FOL. 125

**PLAN OF SUBDIVISION OF
 PART OF CROWN PORTION 3
 PARISH OF WOLLERT
 COUNTY OF BOURKE**

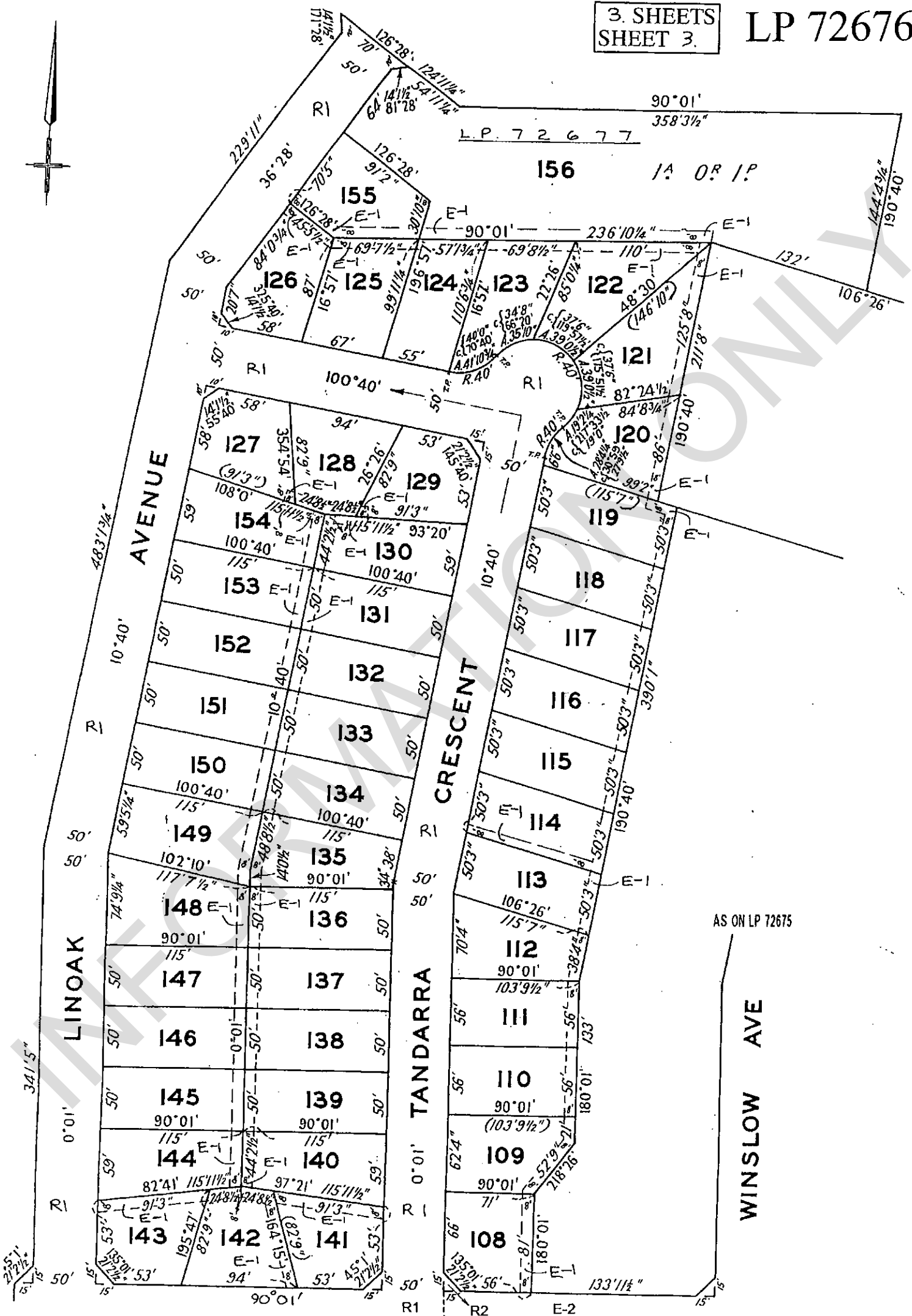
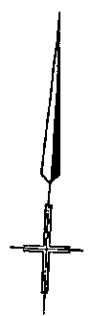
VOL. 8651 FOL. 125
 VOL. 8651 FOL. 126

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

Lo's 1 to 107 inclusive have been omitted from this plan.



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



AS ON LP 72675

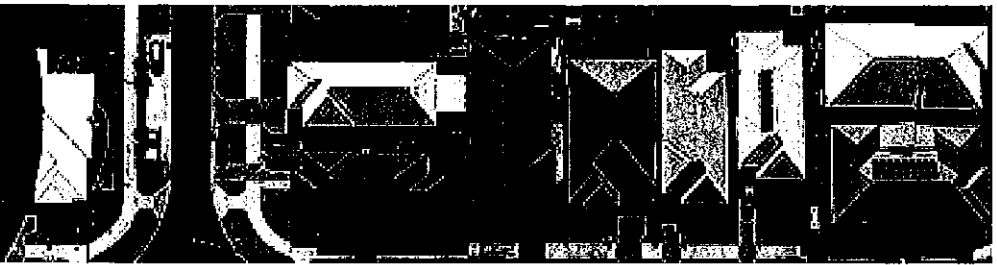
WINSLOW AVE

TANDARRA

CRESCENT

AVENUE

LINOAK



Planning Certificate

PROPERTY DETAILS

Property Address: 14 LINOAK AVENUE LALOR VIC 3075
Title Particulars: Vol 8676 Fol 798
Vendor: STEVEN JOHN LEE, PINA LEE
Purchaser: N/A

Certificate No: 123247983

Date: 12/03/2024

Matter Ref: 123247983

Client: Dellios, West & Co. (Ausfund Legal Pty Ltd trading as)

MUNICIPALITY

WHITTLESEA

PLANNING SCHEME

WHITTLESEA PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 4

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

WHITTLESEA PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

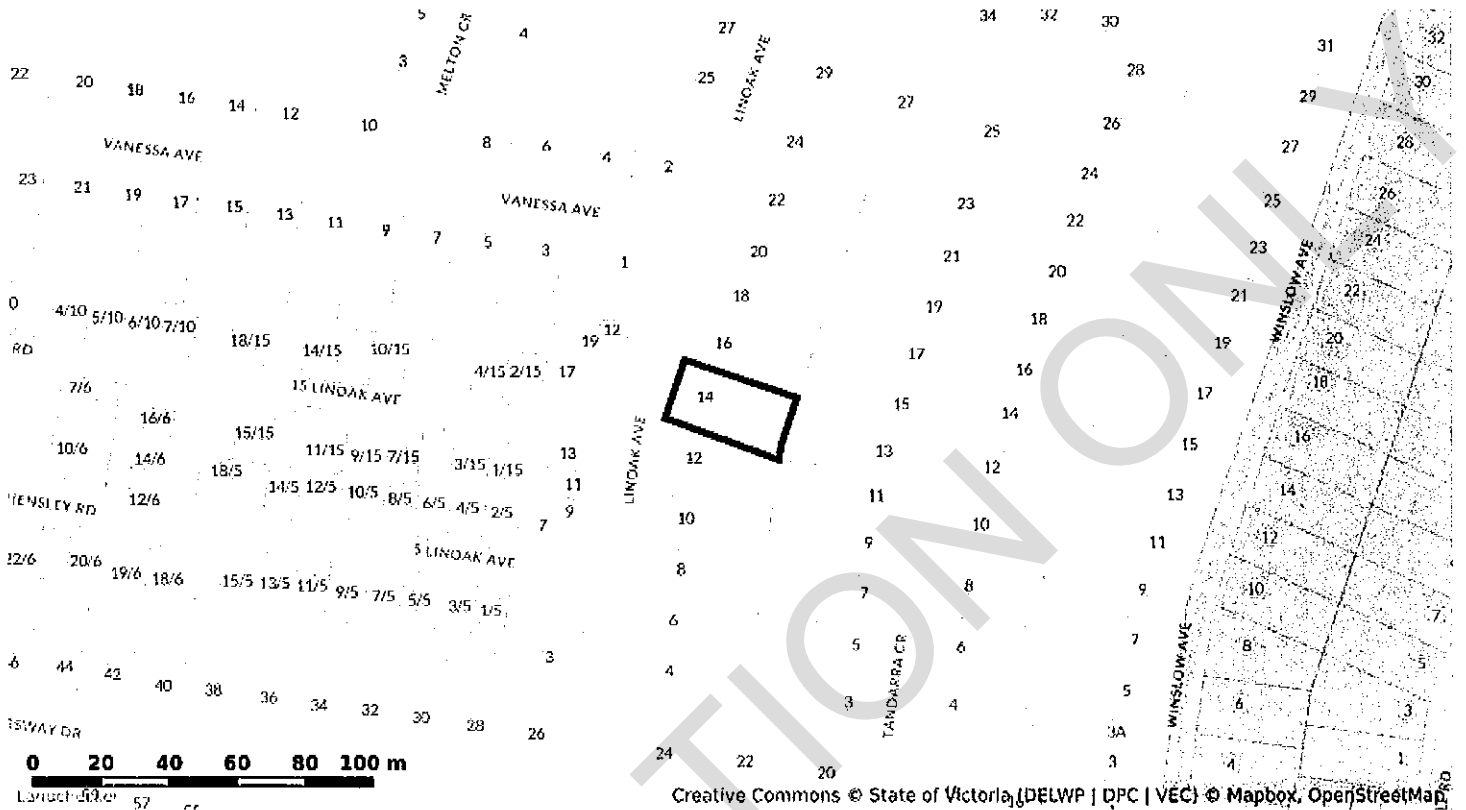
The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme to be done to the satisfaction of the responsible authority in relation to land known as the Melbourne Wholesale Market Precinct, Epping and shown on the Planning Scheme maps as being in the Priority Development Zone.

INFORMATION ONLY

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PLANNING ZONES MAP



ZONING

- GRZ4 - GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- RGZ1 - RESIDENTIAL GROWTH ZONE - SCHEDULE 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

Date of issue 13/03/2024	Assessment No. 302893	Certificate No. 158819	Your reference 83238217:123247985
------------------------------------	---------------------------------	----------------------------------	---

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

Land information certificate for the rating year ending 30 June 2024

Property location: 14 Linoak Avenue LALOR 3075
Description: LOT: 149 LP: 72676

Level of values date 1 January 2023	Valuation operative date 1 July 2023	Capital Improved Value \$625,000	Site Value \$470,000	Net Annual Value \$31,250
---	--	--	--------------------------------	-------------------------------------

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 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 01/07/2023	\$1,476.39
Food/Green waste bin charge levied on 01/07/2023	\$105.15
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$28.75
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 01/07/2022	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$303.20
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,615.39

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,615.39
--	-------------------

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 302893



Phone 1300 301 185
Ref 302893



Billers Code 5157
Ref 302893

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 83238217:123247988

2 April 2024

Dye and Durham Australia Pty Ltd

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
14 (Lot 149) Linoak Avenue, Lalor

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations	Not Applicable
Details of any current notice or order issued by the relevant building surveyor under the Act	No

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικό	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



YARRA VALLEY WATER
ABN 93 066 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

12th March 2024

Dellios, West & Co. (Ausfund Legal Pty Ltd trading
DYEDURHAM

Dear Dellios, West & Co. (Ausfund Legal Pty Ltd trading,

RE: Application for Water Information Statement

Property Address:	14 LINOAK AVENUE LALOR 3075
Applicant	Dellios, West & Co. (Ausfund Legal Pty Ltd trading DYEDURHAM
Information Statement	30834556
Conveyancing Account Number	2469580000
Your Reference	Lee 205933-002

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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	14 LINOAK AVENUE LALOR 3075
------------------	-----------------------------

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	14 LINOAK AVENUE LALOR 3075
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

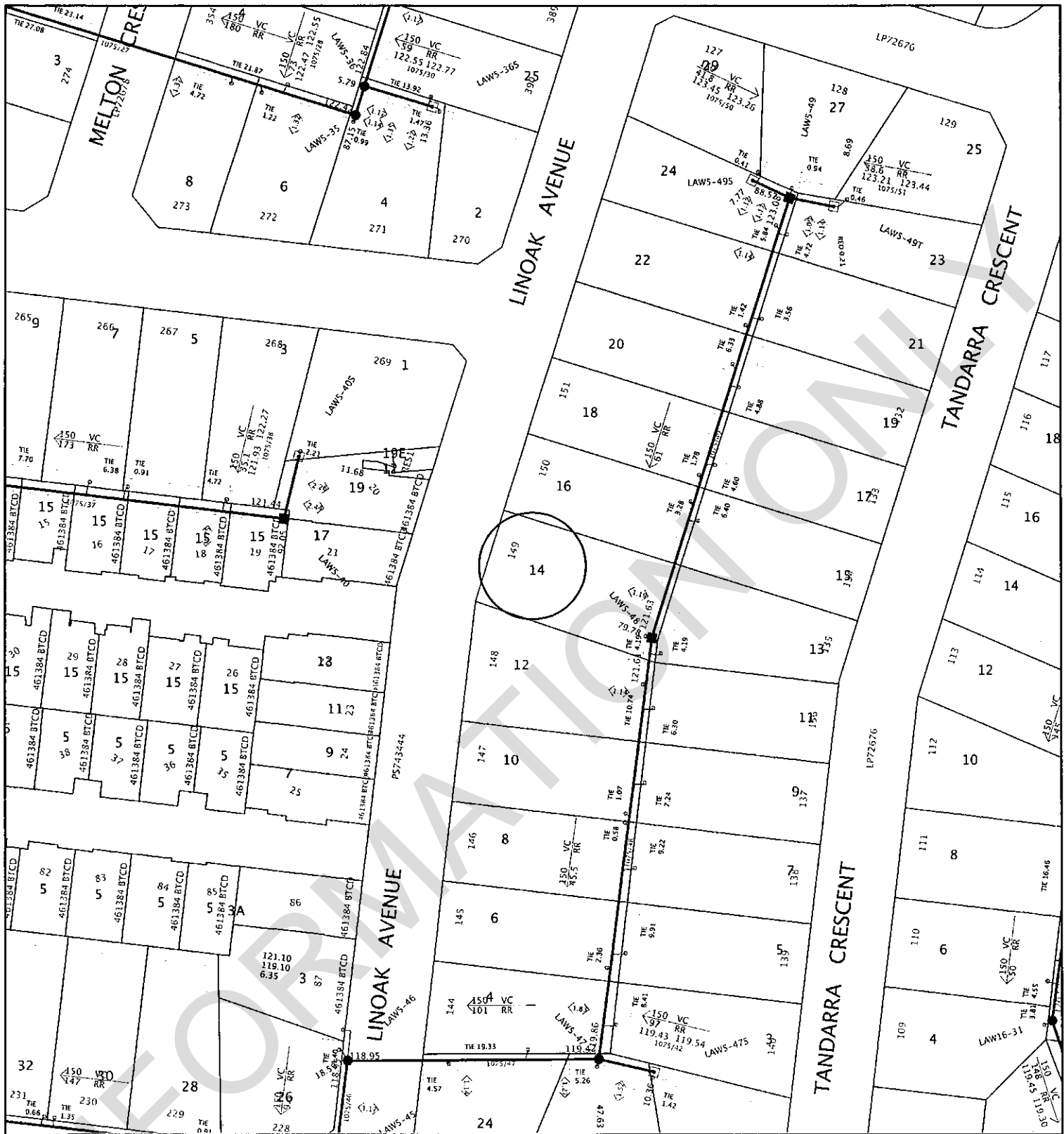
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30834556**

Address	14 LINOAK AVENUE LALOR 3075
Date	12/03/2024
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	MW Drainage Manhole
Easement	Sewer Pipe Flow	MW Drainage Manhole	MW Drainage Natural Waterway
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch	MW Drainage Natural Waterway	

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Dellios, West & Co. (Ausfund Legal Pty Ltd trading
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 0450720222
Rate Certificate No: 30834556

Date of Issue: 12/03/2024
Your Ref: Lee 205933-002

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 LINOAK AVE, LALOR VIC 3075	149\LP72676	1228979	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 19.000000kL x \$3.34380000 = \$63.53</i> Estimated Average Daily Usage \$0.65	03-11-2023 to 08-02-2024	\$63.53	\$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$0.00
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$0.00
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.


GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.



YARRA VALLEY WATER
ABN 93 056 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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: 1228979

Address: 14 LINOAK AVE, LALOR VIC 3075

Water Information Statement Number: 30834556

HOW TO PAY



Bill Code: 314567
Ref: 04507202224

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Land Tax



DELLIOS, WEST & CO. (AUSFUND LEGAL PTY LTD
TRADING AS) VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 83238217:123247986

Certificate No: 72881319

Issue Date: 14 MAR 2024

Enquiries: TVD0

Land Address: 14 LINOAK AVENUE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13812599	149	72676	8676	798	\$0.00

Vendor: STEVEN LEE & PINA LEE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF ANNA COSCARELLA	2024	\$470,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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:	\$625,000
SITE VALUE:	\$470,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 72881319

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" 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 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 = \$1,860.00

Taxable Value = \$470,000

Calculated as \$1,350 plus (\$470,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 72881319

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: 72881319

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

Windfall Gains Tax



DELLIOS, WEST & CO. (AUSFUND LEGAL PTY LTD TRADING AS) VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 83238217:123247986

Certificate No: 72881319

Issue Date: 14 MAR 2024

Land Address: 14 LINOAK AVENUE LALOR VIC 3075

Lot	Plan	Volume	Folio
149	72676	8676	798

Vendor: STEVEN LEE & PINA LEE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 72881319

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 72881311

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: 72881311

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye & Durham Pty Ltd
GPO Box 2746, ,
BRISBANE 4001

Client Reference: 83238217 123247984

NO PROPOSALS. As at the 12th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

14 LINOAK AVENUE, LALOR 3075
CITY OF WHITTLESEA

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

Date of issue: 12th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72127901 - 72127901142902 '83238217
123247984'

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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