

GUILLERMO ANDRES OLEA AND EMILY BASSAM OLEA

to

CONTRACT OF SALE OF LAND

Property: 4 Egerton Way, Delahey 3037



Principal Solicitor- Kenan Akyildiz

Suite 2 Level 1, 740 Mt Alexander Road Moonee Ponds VIC 3039

All mail to: PO BOX 411 Essendon North VIC 3041

Tel: 03 8317 1070

Email: property@orangelegalgroup.com.au

Ref: KA:3874/25:KA

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

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

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

GUILLERMO ANDRES OLEA AND EMILY BASSAM OLEA

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Harcourts Rata & Co West

Email: sold@rataanco.com.au

Tel: 9436 6888

Mob:

Fax:

Ref:

Vendor

GUILLERMO ANDRES OLEA AND EMILY BASSAM OLEA

Vendor's legal practitioner or conveyancer

Orange Legal Group

Suite 2 Level 1, 740 Mt Alexander Road Moonee Ponds VIC 3039

PO Box 411 Essendon North Vic 3041

Contact: Kenan Akyildiz

Email: property@orangelegalgroup.com.au

Tel: 03 8317 1070

Mob:

Fax:

Ref: KA:3874/25:KA

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10213 Folio 615	907	323078K
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **4 Egerton Way, Delahey 3037**

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

All fixtures and fittings of a permanent nature including house alarm, 3 TV brackets. Excluding TV's, outdoor surveillance system.

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

See pages after General Conditions

INFORMATION ONLY

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

ADDITIONAL SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires:-

“**Bank**” means a body corporate authorised to carry on banking business in Australia under section 9 of the **Banking Act 1959** of the Commonwealth of Australia whose name includes the designation “bank”.

“**Bank Guarantee**” means an unconditional undertaking without an expiry date from a Bank in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“**Building**” means the improvements of the Land, including, without limitations, any building, fencing, plant, equipment, fixtures, and fittings thereon owned by the Vendor except any specifically excluded from this sale.

“**Business Day**” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“**Deposit Bond**” means an irrevocable and unconditional undertaking with an expiry date not earlier than six months after the Sunset Date issued by an Australian Insurance Company in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“**General Conditions**” means the General Conditions prescribed by the Estate Agents (Contracts) Regulations 2008.

“**GST**” means a tax calculated by reference to the value of goods and/or services provided calculated and levied at the point of sale for goods.

“**Occupancy Permit**” means an Occupancy Permit for the use of the property as a home.

“**Owners Corporation**” means the Owners Corporation established upon registration of the Plan.

“**Owners Corporation Regulations**” means the regulations prescribed by the **Owners Corporation Act 2006** from time to time.

“**Particulars of Sale**” means the Particulars of Sale to which these special conditions are attached.

“**Plan**” means the Plan of Subdivision referred to in the Particulars of Sale.

1.2 Interpretation

In this Contract unless the context otherwise requires:-

(a) words importing the singular include the plural and vice versa;

(b) words referring to one gender include the other;

(c) words importing persons include corporation, incorporated and unincorporated associations, government bodies, authorities and other legal entities;

(d) examples and words of inclusion are not words of limitation;

(e) words set out in the left hand column of the Particulars of Sale have the meanings set out beside them;

(f) where more than one person is described in this Contract as Purchaser all such persons assume their agreements and obligations under this Contract (and the provisions of this Contract shall bind them) jointly and severally;

(g) headings and sub-headings of any of the special conditions of this Contract have been included for the sake of ease of reference only and shall not affect the meaning or interpretation of this Contract;

(h) this Contract is governed by the laws of the State of Victoria and its courts are the exclusive forum for any dispute;

(i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it;

(j) where any time period is to be calculated from a specified date, that date must be included in the calculation;

(k) it is not necessary for the Vendor to incur any expense or make any payment before enforcing a right of indemnity;

(l) this Contract binds and enures for the benefit of successors and permitted transferees or assigns of the parties;

(m) a reference to any statute or any law includes all amendments to and re-enactments and replacements of that statute or law and all rules, regulations and other subordinate legislation made under any of the above;

(n) time shall remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser;

(p) the provisions of this Contract cannot be varied except by a subsequent document executed by the parties or their lawyers expressed to vary or be made in substitution for, this Contract.

(q) General Conditions 12, 33, 31.4, 31.5 & 31.6 shall not apply to this Contract.

2. WHOLE CONTRACT

The Purchaser acknowledges and agrees that:-

2.1 The Vendor's Agent has acted as Agent of the Vendor;

2.2 No information representations or warranty of the Vendor, the Vendor's Lawyer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;

2.3 No information representation or warranty has in fact been so relied upon, except such as are expressly included herein;

2.4 The Purchaser was given a Vendor's Statement before signing this Contract;

2.5 The Purchaser has relied solely on its own judgment in purchasing the Property and the Chattels for the Price and upon the conditions set out in this Contract;

2.6 This Contract contains the entire understanding of the parties with reference to the subject matter of this Contract and is the whole and full repository of the agreement between the Vendor and the Vendor's Agent and the Purchaser;

2.7 There are no other understandings, agreements, warranties or representations whether express or implied or extending defining or otherwise in relation to the provisions hereof or binding upon the parties hereto with respect to the matters to which this Contract relates except those (if any) expressly included in this Contract;

2.8 Without limiting the generality of the foregoing, no promise, representation or warranty has been given that the property is or will remain fit suitable or adequate for all or any of the purposes of the Purchaser;

2.9 All warranties and terms implied by law in relation to the fitness, suitability or adequacy of the Property (to the maximum extent permitted by law) shall not apply to this Contract; and

2.10 The Vendor may at its sole discretion treat as repudiation of this contract by the Purchaser and may accept that repudiation and end this Contract if any claim is made by the Purchaser that the Vendor or anyone on its behalf made any misrepresentation to the Purchaser in relation to the Property or this contract. The Deposit is to be refunded to the Purchaser if this contract is ended under this Special Condition and the Purchaser will have no further claim against the Vendor or any other person in relation to the alleged misrepresentation.

3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that prior to entering into this Contract the Purchaser has satisfied itself:

3.1 By physical examination and inspection as to the state of repair and condition fitness for purpose, quality and quantity of (and any Contamination affecting) the Property and each and every part thereof and of each of the goods;

3.2 By perusal of all relevant documents as to the terms and conditions of each of the encumbrances referred to in the Particulars of Sale;

3.3 That any improvements on the Property may be subject to or require compliance with the Victorian Regulations, Municipal by-laws, relevant statutes and any regulation thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any or more of those laws 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; and

3.4 Has purchased the Property as a result of the Purchaser's own inspections or inquiries and its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

4. TOWN PLANNING

The Purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the Land.

5. NON MERGER

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

6. DEFAULT

6.1 The Purchaser breaching this Contract shall pay upon demand all expenses incurred by the Vendor as a result of such breach notwithstanding: -

- (a) that the Purchaser may not be aware at the date of the Contract of the particular consequences which may flow from a delay in settlement; and
- (b) that such damages could not have reasonably been foreseen by the Purchaser.

6.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Settlement Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between the Vendor's solicitor and the Vendor; and
- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

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

- (a) Remedy by the Purchaser of the relevant default;
- (b) Payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:-
 - i. Legal costs on a lawyer/client basis and disbursements incurred in drawing and giving the notice and any advice and attendances;
 - ii. All additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
 - iii. Payment by the Purchaser of interest pursuant to this Contract.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any of the purchase moneys due under the Contract, then interest at a rate of 8 per cent higher than the rate for the time being fixed under the **Penalty Interest Rate Act 1983** shall be paid on demand by the Purchaser to the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable upon demand without the necessity for any notice in writing to be served on the Purchaser. The Vendor shall not be obliged to settle unless all money due and payable is provided at settlement.

8. DOCUMENTS AT SETTLEMENT

- 8.1 The Purchaser acknowledges that at the Settlement Date the Certificate(s) of Title relating to the Property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement.
- 8.2 The Purchaser will accept at settlement in lieu of the Certificate(s) of Title relating to the Property a Transfer with an order to register directing the Land Titles Office to issue the Certificate(s) of Title to the person nominated by the Purchaser.
- 8.3 The number seven (7) shall be substituted for three (3) in General Condition 11.6 in Form 2.

9. OWNERS CORPORATION

- 9.1 The Purchaser acknowledges that the Property may be sold subject to the provisions of the **Owners Corporation Act 2006** (Vic) and in particular subject to:
 - (a) the lot entitlement and lot liability and all other information as set out in the Plan;
 - (b) the provisions of the **Owners Corporation Act 2006** ("the Act") and Regulations;
 - (c) the easements expressed or implied affecting the Land by virtue of the Act;
 - (d) the Owners Corporation Rules as amended, varied or supplemented and from time to time in force.
- 9.2 The Purchaser further acknowledges that the property may be sold subject to the amount of any special levy made on the Vendor pursuant to the Act or Owners Corporation or regulations in respect of the liabilities of the Owner's Corporation. Such levies struck before the day of sale shall be borne by the Vendor however the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to apportionment at settlement.
- 9.3 Levies imposed pursuant to the Act and regulations for recovery of general administration and maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation shall be adjusted between the Vendor and Purchaser at settlement.

10. TENANCIES

10.1 In this Contract and unless the context otherwise requires:-

"**Bonds**" means all moneys paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"**Estimated Payment**" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"**Non-recoverables**" means outgoings which are not recoverable.

"**Outgoings**" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without

limitation:-

- (a) all rates and land taxes;
- (b) all variable outgoings, apportionable outgoings or statutory outgoings;
- (c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

10.2 The Purchaser acknowledges: -

- (a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquires in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies;
- (b) that even though the Property is sold Subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

10.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

10.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

10.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

10.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:-

- (a) the Tenancy Documents (which may either be originals or copies);
- (b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

10.7 Before the Settlement Date:-

- (a) the Vendor may do anything as it sees fit (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) terminate Tenancies in order to obtain moneys owed by the Tenants;
- (b) the Vendor may do all things reasonably for the proper management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

10.8 On the Settlement Date:-

- (a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- (b) Recoverables are to be dealt with as follows:-
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- (c) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- (d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees paid in relation to the Tenancies for the period after the Settlement Date.
- (e) The Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

10.9 Notwithstanding special condition 10.8(e) the Purchaser (if requested by the Vendor):-

- (a) irrevocably appoints the Vendor its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;

(b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;

(c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

INFORMATION ONLY

(Vendor)

AND

(Purchaser)

AND

(Guarantor)

DEED OF GUARANTEE OF CONTRACT

Orange Legal Group

Suite 2 Level 1 740 Mt Alexander Rd Moonee Ponds VIC 3039

PO Box 411 Essendon North VIC 3041

Email: property@orangelegalgroup.com.au

THIS DEED dated day of 20

BETWEEN _____

of _____ (Vendor)

AND _____

of _____ (Purchaser)

AND _____

of _____ (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	4 Egerton Way, Delahey 3037
-------------	-----------------------------

Vendor's name	Guillermo Andres Olea	Date / /
----------------------	-----------------------	--------------------

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

Vendor's name	Emily Bassam Olea	Date / /
----------------------	-------------------	--------------------

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

Purchaser's name		Date / /
-------------------------	--	--------------------

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

Purchaser's name		Date / /
-------------------------	--	--------------------

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

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4. Planning Scheme

The required specified information is as follows:

Name of planning scheme	SEE ATTACHED REPORTS
Name of responsible authority	
Zoning of the land	
Name of planning overlay	

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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



INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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

Page 1 of 1

VOLUME 10213 FOLIO 615

Security no : 124127431085E
Produced 25/08/2025 09:51 AM

LAND DESCRIPTION

Lot 907 on Plan of Subdivision 323078K.
PARENT TITLE Volume 10162 Folio 346
Created by instrument PS323078K 25/01/1995

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EMILY BASSAM OLEA
GUILLERMO ANDRES OLEA both of 4 EGERTON WAY DELAHEY VIC 3037
AR978022P 04/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX386440S 25/10/2023
MACQUARIE BANK LTD

COVENANT V239033M 04/02/1998

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
T436042H 29/11/1994

DIAGRAM LOCATION

SEE PS323078K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 4 EGERTON WAY DELAHEY VIC 3037

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 25/10/2023

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS323078K
Number of Pages (excluding this cover sheet)	6
Document Assembled	25/08/2025 09:51

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PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 2	PLAN NUMBER PS 323078 K
LOCATION OF LAND PARISH: MARIBYRNONG TOWNSHIP: _____ SECTION: B CROWN ALLOTMENT: 23 (Part) CROWN PORTION: _____ LTO BASE RECORD: LITHO - Sheet 2 (3061) TITLE REFERENCES: Vol. _____ Fol. _____ LAST PLAN REFERENCE/S: PS 323074T Lot U POSTAL ADDRESS: Copperfield Drive (At time of subdivision) Sydenham 3038 AMG Co-ordinates (of approx centre of land in plan) E 303 500 N 5 823 300 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: City of Keilor REF: S. 3210 1. This plan is certified under Section 6 of the Subdivision Act 1988. _____ 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 11 / 11 / 93 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate Council Seal Date 30/6/94 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
RESERVE NO. 1	CITY OF KEILOR			
RESERVE NO. 2	CITY OF KEILOR			
RESERVE NO. 3	CITY OF KEILOR			
RESERVE NO. 4	CITY OF KEILOR			
RESERVE NO. 5	CITY OF KEILOR			
RESERVE NO. 6	CITY OF KEILOR			
RESERVE NO. 7	CITY OF KEILOR			
RESERVE NO. 8	CITY OF KEILOR			
RESERVE NO. 9	CITY OF KEILOR			
ROADS R-1	CITY OF KEILOR			
NOTATIONS				
STAGING This is is not a staged subdivision. Planning permit No. _____				
DEPTH LIMITATION 15-24 metres below the surface.				
Lot numbers 1 to 833 (both inclusive) and A to U (both inclusive) have been omitted from this plan.				
SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No. _____				
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
				RECEIVED <input checked="" type="checkbox"/>
				DATE 10/1/95
				LTO USE ONLY
				PLAN REGISTERED
				TIME 9:55 A.M
				DATE 25/1/95
				<i>M. Vankar</i>
				Assistant Registrar of Titles
				SHEET 1 OF 5 SHEETS
beveridge williams & co. Pty. Ltd. SURVEYORS ○ PLANNERS ○ ENGINEERS		LICENSED SURVEYOR (PRINT) JOHN FRANCIS WILLIAMS		
○ Melbourne—554 High St., Prahran 3181 5294022 ○ Ballarat—48 Lydiard St. South 3350 (053) 313877 ○ Leongatha—57 Bair Street 3953 (056) 622630 ○ Traralgon—3/6-8 Grey Street 3844 (051) 745386 ○ Wonthaggi—31 Murray Street 3995 (056) 721505		SIGNATURE _____ DATE 1 / 6 / 94		
		REF 5611 / 13 VERSION 2		
		DATE / /		
		COUNCIL DELEGATE SIGNATURE		
		ORIGINAL SHEET SIZE A3		

PLAN OF SUBDIVISION

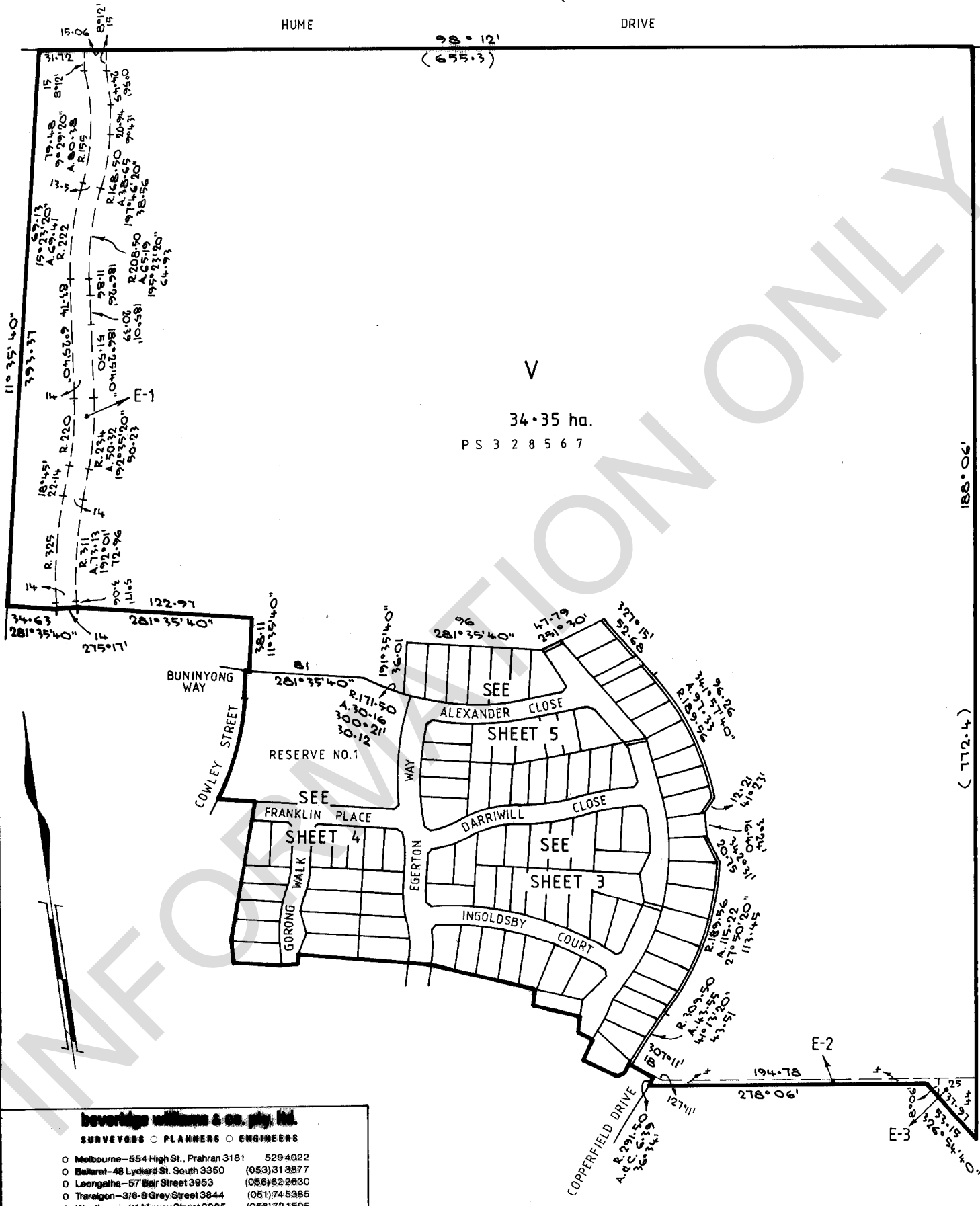
STAGE No.

PLAN NUMBER

PS 323078 K

HUME

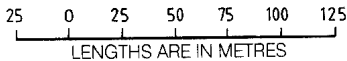
DRIVE



boveridge williams & co. Pty. Ltd.

SURVEYORS • PLANNERS • ENGINEERS

- o Melbourne - 554 High St., Prahran 3181 5294022
- o Ballarat - 48 Lydiard St. South 3350 (053)313877
- o Leongatha - 57 Blair Street 3963 (056)622630
- o Traralgon - 3/6-8 Grey Street 3844 (051)745385
- o Wonthaggi - 31 Murray Street 3995 (056)721505



ORIGINAL
SCALE SHEET
1:2500 SIZE
A3

LICENSED SURVEYOR (PRINT) **JOHN FRANCIS WILLIAMS**
SIGNATURE DATE **1 / 6 / 94**
REF **5611 / 13** VERSION **2**

SHEET 2 OF 5 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

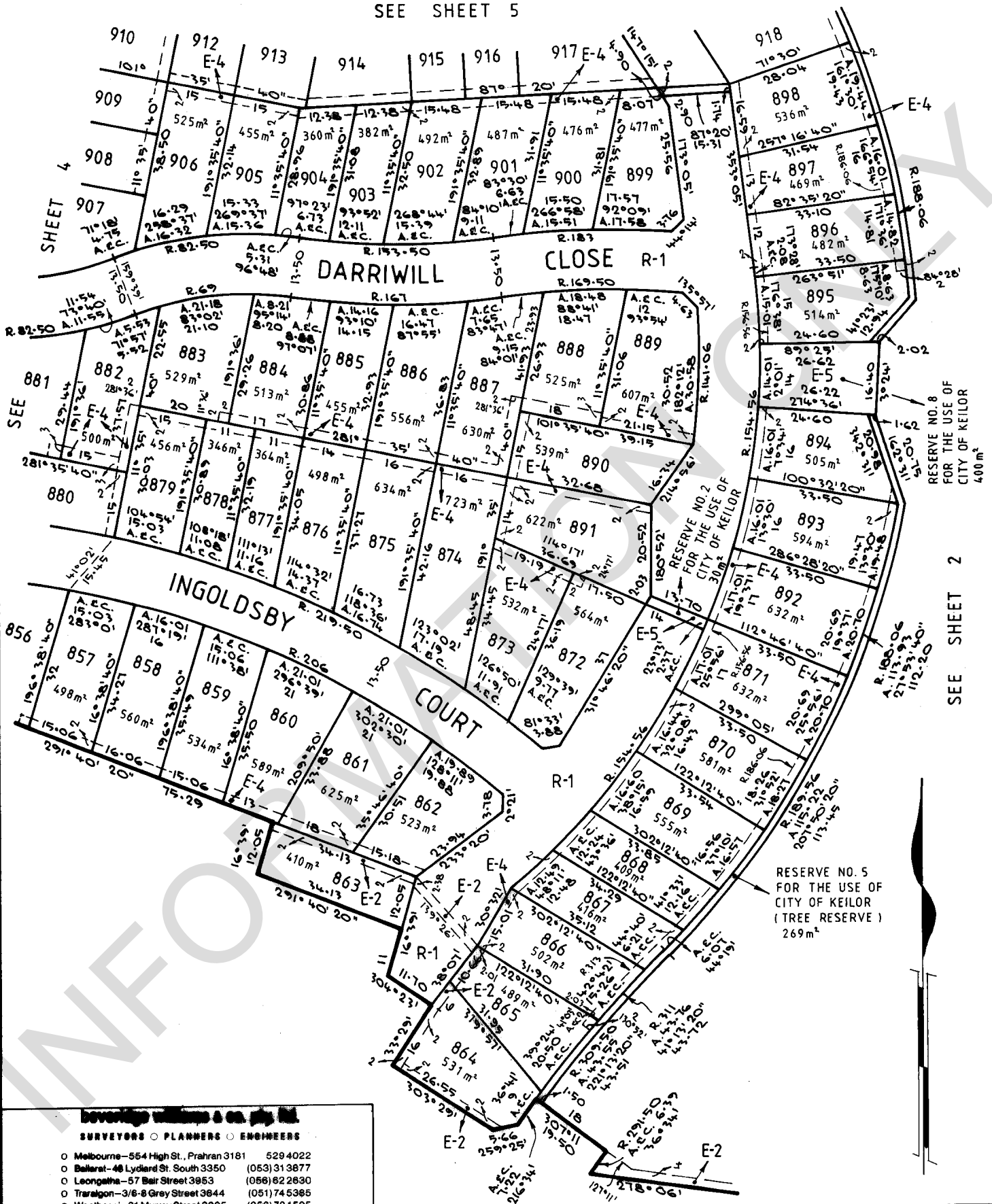
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 323078 K

SEE SHEET 5



John Francis Williams & Co. Pty. Ltd.

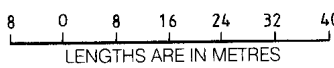
SURVEYORS • PLANNERS • ENGINEERS

- o Melbourne—564 High St., Prahran 3181 529 4022
- o Ballarat—48 Lydiard St. South 3350 (053) 31 3877
- o Leongatha—57 Bair Street 3953 (056) 62 2630
- o Traralgon—3/6-8 Grey Street 3644 (051) 74 5385
- o Wonthaggi—31 Murray Street 3895 (056) 72 1505

ORIGINAL

LICENSED SURVEYOR (PRINT) JOHN FRANCIE WILLIAMS

SHEET 3 OF 5 SHEETS



SCALE SHEET SIZE
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SIGNATURE DATE 1 / 6 / 94
REF 5611 / 13 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

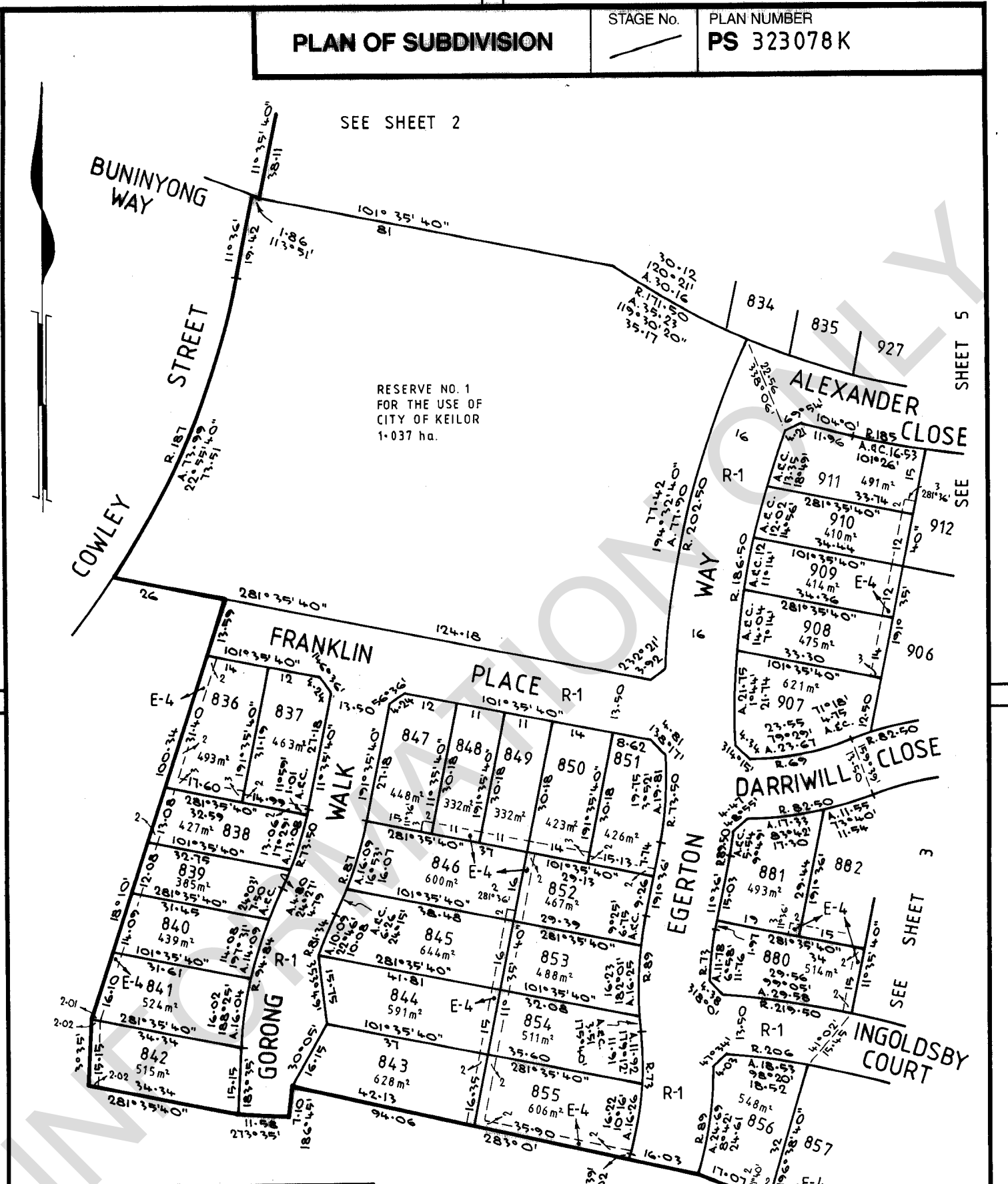
STAGE No.

PLAN NUMBER

PS 323078K

SEE SHEET 2

RESERVE NO. 1
FOR THE USE OF
CITY OF KEILOR
1.037 ha.



John Francis Williams & Co. Pty. Ltd.

SURVEYORS • PLANNERS • ENGINEERS

- o Melbourne - 554 High St., Prahran 3181 (529) 4022
- o Ballarat - 48 Lydiard St. South 3350 (053) 313877
- o Leongatha - 57 Bak Street 3963 (056) 622630
- o Traralgon - 3/6-8 Grey Street 3844 (056) 745385
- o Wonthaggi - 31 Murray Street 3995 (051) 721505

ORIGINAL

SCALE SHEET SIZE
1: 800 A3

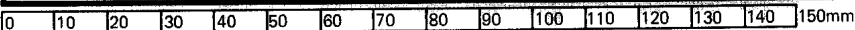
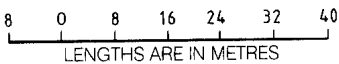
LICENSED SURVEYOR (PRINT) JOHN FRANCIS WILLIAMS

SIGNATURE DATE 1 / 6 / 94

REF 5611 / 13 VERSION 2

SHEET 4 OF 5 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958



COP/13/907
784

Form T2
Titles Office

Lodged by:
Name: CBA
Phone: _____
Address: _____
Ref.: _____
Customer Code: 208

MADE AVAILABLE / CHANGE CONTROL
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—
—together with any easements created by this transfer;
—subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)
Volume 10213 Folio 615

Estate and Interest: (e.g. "all my estate in fee simple")
All its estate in fee simple

Consideration:
~~\$41,500.00~~ **\$44,650.00**

Transferor: (full name)
Urban Land Authority

Transferee: (full name and address including postcode)
**Comfort Home Constructions Pty. Ltd. ACN 005 370 267
of 59 Suffolk Road North Sunshine 3020**

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:
The Transferee HEREBY for itself its heirs executors administrators and transferees the registered proprietor or prioritors for the time being of the lot hereby transferred COVENANTS with URBAN LAND AUTHORITY pursuant to the provisions of Section 14 of the Urban Land Authority Act 1979 that it will within a period of one year following the date hereof erect or cause to be erected on the said land one house for disposal by sale or rental and it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the Lot hereby transferred and FURTHER that this covenant shall forever run at law.

Continued on T2 Page 2

Approval No. 002926L **ORDER TO REGISTER**
Please register and issue title to

T2



Signed _____ Cust. Code: _____

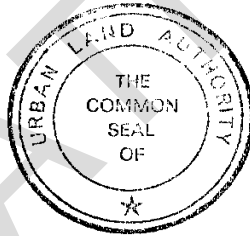
STAMP DUTY USE ONLY
Stamp Duty - AP114
INTERPARTICULAR
\$44,650
\$41,600
37259205 87
30/1/98
Jan 198

THE BACK OF THIS FORM MUST NOT BE USED

Dated: 27.11.97

Execution and attestation:

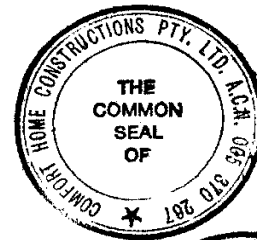
THE COMMON SEAL OF
URBAN LAND AUTHORITY
was hereunto affixed in
the presence of



MANAGER FINANCE & ACCOUNTING

Sales Administration Manager

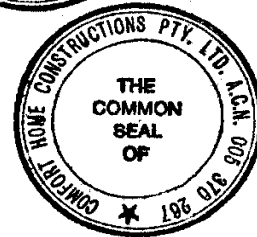
AMENDED
(re-exacted)
13 MAR 1998
by T. J. [Signature]
With consent of
Current Practitioner for



THE COMMON SEAL of COMFORT HOME
CONSTRUCTIONS PTY. LTD. was hereunto
re-affixed in accordance with its
articles of Association and in the
presence of:

Director.....

[Signature]
STOYE STYLIANOY
DIRECTOR



[Signature]
NIKI STYLIANOY
SECRETARY

Approval No. 002926L

T2 Page 2



Imaged Document Cover Sheet

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Document Type	Instrument
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Number of Pages (excluding this cover sheet)	13
Document Assembled	25/08/2025 09:51

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Lodged By: PRICE BRENT
Code: 1413R
Ref: 04:URB344

251194 1113 MISC \$59 T436042H
T436042H
Form 9.1

VICTORIA

Titles Office Use Only

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181
Planning and Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND

Lots 834 to 927 inclusive on Plan of Subdivision No. 323078K and being part of the land in Certificate of Title Volume 10162 Folio 2 now = V.10213 F. 542 to

ADDRESS OF THE LAND

Hume Drive, Sydenham

RESPONSIBLE AUTHORITY (name and address)

CITY OF KEILOR of Municipal Offices, Madedon Street, Keilor 3036

PLANNING SCHEME

Keilor Planning Scheme

AGREEMENT DATE

2/11/94

AGREEMENT WITH (name and address)

URBAN LAND AUTHORITY of 11th Floor, 360 Elizabeth Street, Melbourne

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

[Handwritten Signature]

Name of Officer

[Handwritten Name]

Date

[Handwritten Date]

ADM999-22222

98733 CMB DLS 10/20/94

[Handwritten marks]
21
3
95

THIS AGREEMENT is made the 8TH day of NOVEMBER 1994
B E T W E E N: THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF
KEILOR of Municipal Offices, Keilor in the State of Victoria
(hereinafter called "the Council") of the first part and URBAN
LAND AUTHORITY of 360 Elizabeth Street, Melbourne in the said
State (hereinafter, except where the context does not so admit,
called the "Owner") of the second part

W H E R E A S:

- A. The Owner is the registered proprietor and the Owner of Lots 834 to 927 inclusive on Plan of Subdivision No. 323078K situate in the Copperfields Estate, Sydenham (hereinafter called the "said land").
- B. The Owner applied to the Council for a Town Planning Permit (hereinafter called "the Permit") for the subdivision of the land and the erection of single detached houses and appurtenant buildings on each lot therein generally in accordance with the Plans submitted with the Application (Reference: REV5611/1A and REV5611/1)
- C. The Council (as Responsible Authority under the Keilor Planning Scheme) has resolved to issue a Permit for the use and development sought subject to the Owner entering into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT
AS FOLLOWS:

- 1. Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.

- 2 -

2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the land.
3. The owner covenants with the Council that:
 - (a) except with the written permission of the Council lots created by the subdivision shall only be developed in accordance with the attached Neighbourhood Design Plan marked "A";
 - (b) each lot created by the subdivision will not have more than one dwelling and usual outbuildings erected thereon; and
 - (c) the purchaser of any lot marked "#" on the said Neighbourhood Design Plan will be required to obtain the owner's endorsement of any Building Plan prior to submission to the Council for building approval.
4. For the purposes of Clause 3 the Urban Land Authority shall not be liable to the Council in respect to a particular allotment for any liability or obligation that arises or any act or omission that occurs only after another person has become registered or entitled to be registered as the proprietor of that allotment under a Contract of Sale of that Allotment from the Urban Land Authority.
5. In the event of the Owner failing to comply with the provisions hereof, the Chief Executive officer may cause to be served on the Owner a notice in writing specifying the works, matters, and things (hereinafter called "the Works") in respect of which the Owner is in default and should such default continue for thirty days after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the land and cause such works to be carried out. Any notice or demand served on the Owner

- 3 -

pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such works to remedy the default as aforesaid and in the event of the owner not complying with such notice within the said period of thirty days, the Chief Executive Officer may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the owner to the Council. As soon as may be practicable after the completion of such works, the engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the actual costs paid to the Council shall be paid by the Owner to the Council or by the Council to the owner as the case may require.

6. The parties shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this agreement on the Certificate of Title to the land in accordance with Section 181 of the Planning and Environment Act 1987.
7. The owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this agreement.
8. The owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between Solicitor and own client) of and incidental to this agreement and of anything incidental to this agreement and of anything consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by

the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.

- 9. The Expression "the Owner" shall be deemed to include its successors assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors transferees purchasers mortgagees and assigns as if each of them had separately executed this agreement.
- 10. Any notice hereunder may be served by delivering the same to the owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posed shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.
- 11. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this agreement.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first hereinbefore written

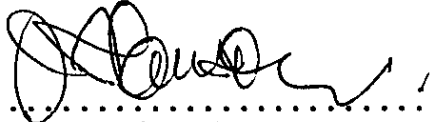
THE COMMON SEAL of THE MAYOR COUNCILLORS)
AND CITIZENS OF THE CITY OF KEILOR)
was hereunto affixed in the presence of :)

Cheryl Hiddes Mayor

Omboxa Councillor

Blaser Councillor
Town Clerk

THE COMMON SEAL of URBAN LAND AUTHORITY)
was hereunto affixed in the presence of:)


..... Member


..... Project Manager



INFORMATION ONLY

PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 2	PLAN NUMBER PS 323078 K
LOCATION OF LAND PARISH: MARIBYRNONG TOWNSHIP: _____ SECTION: B CROWN ALLOTMENT: 23 (Part) CROWN PORTION: _____ LTO BASE RECORD: LITHO - Sheet 2 (3061) TITLE REFERENCES: Vol. _____ Fol. _____ LAST PLAN REFERENCES: PS 323074 T Lot U POSTAL ADDRESS: Copperfield Drive (At time of subdivision) Sydenham 3038 AMG Co-ordinates (of approx centre of land in plan) E 303 500 N 5 823 300 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: City of Keilor REF: S 3210 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6. / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date / / Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
RESERVE NO. 1	CITY OF KEILOR			
RESERVE NO. 2	CITY OF KEILOR			
RESERVE NO. 3	CITY OF KEILOR			
RESERVE NO. 4	CITY OF KEILOR			
RESERVE NO. 5	CITY OF KEILOR			
RESERVE NO. 6	CITY OF KEILOR			
RESERVE NO. 7	CITY OF KEILOR			
RESERVE NO. 8	CITY OF KEILOR			
RESERVE NO. 9	CITY OF KEILOR			
ROADS R-1	CITY OF KEILOR			
NOTATIONS				
STAGING This is not a staged subdivision. Planning permit No.				
DEPTH LIMITATION 15.24 metres below the surface. Lot numbers 1 to 833 (both inclusive) and A to U (both inclusive) have been omitted from this plan.				
SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No.				
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
				RECEIVED <input type="checkbox"/> DATE: / /
				LTO USE ONLY PLAN REGISTERED TIME DATE / /
				Assistant Registrar of Titles SHEET 1 OF 5 SHEETS
beveridge williams & co. pty. ltd. SURVEYORS O PLANNERS O ENGINEERS O Melbourne-554 High St., Prahran 3181 529 4022 O Ballarat-48 Lyndard St. South 3350 (053) 31 3877 O Leongatha-87 Ball Street 3983 (056) 82 2830 O Traralgon-378 B Grey Street 3844 (051) 74 5385 O Wonthaggi-31 Murray Street 3996 (056) 72 1605		LICENSED SURVEYOR (PRINT) JOHN FRANCIS WILLIAMS SIGNATURE DATE 1 / 6 / 94 REF 5611 / 13 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

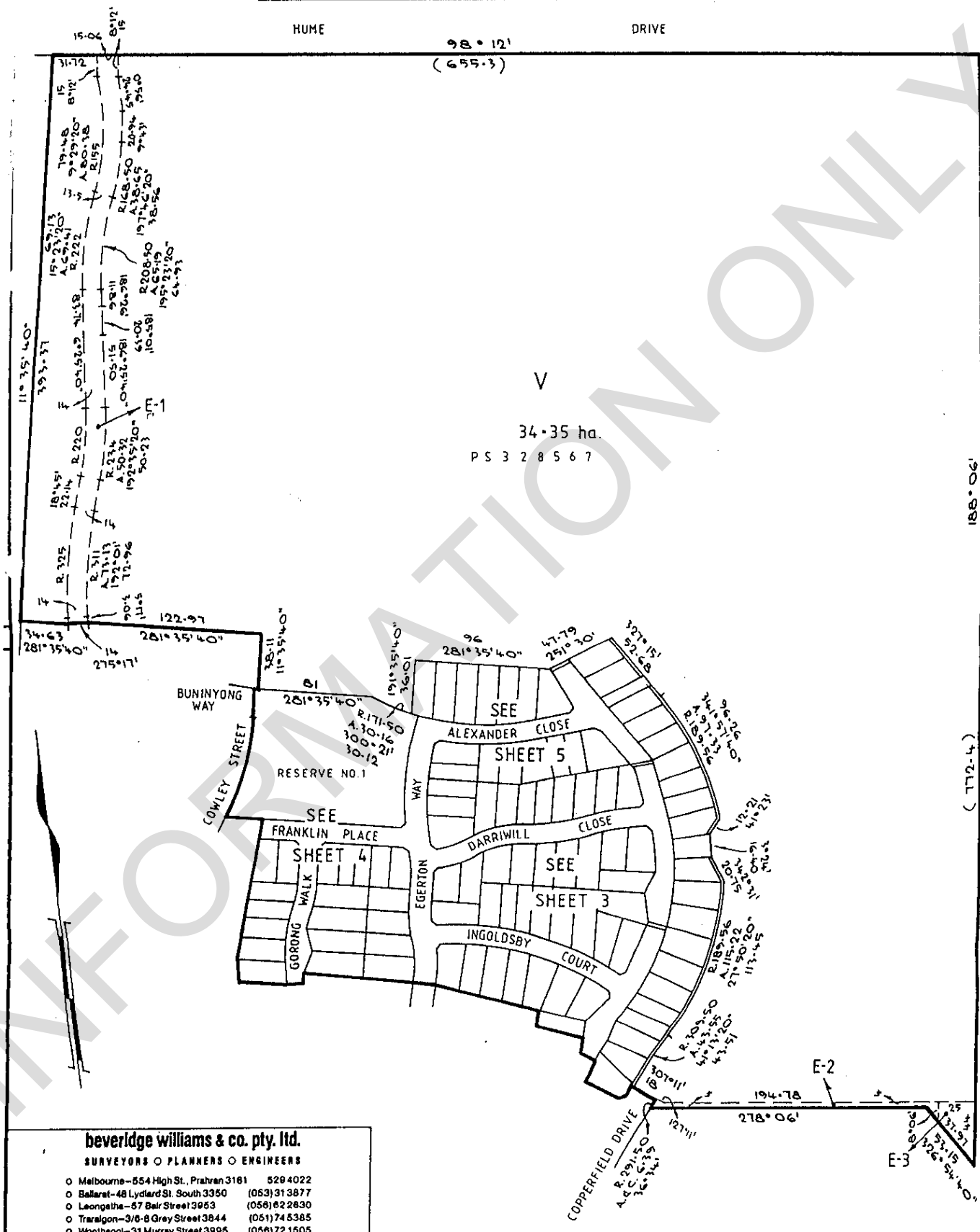
PLAN NUMBER

PS 323078 K

HUME

98° 12'
(655.3)

DRIVE



beveridge williams & co.pty. ltd.

SURVEYORS ○ PLANNERS ○ ENGINEERS

- Melbourne-554 High St., Prahran 3181 (052) 529 4022
- Ballarat-48 Lydiard St. South 3350 (053) 31 3877
- Leongatha-57 Bair Street 3953 (058) 62 2830
- Traralgon-3/8-8 Grey Street 3844 (051) 74 5385
- Wonthaggi-31 Murray Street 3995 (056) 72 1505

ORIGINAL

LICENSED SURVEYOR (PRINT) JOHN FRANCIS WILLIAMS

SHEET 2 OF 5 SHEETS

SCALE

SIGNATURE DATE 1 / 6 / 94

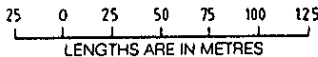
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SHEET SIZE

REF 5611 / 13 VERSION 2

COUNCIL DELEGATE SIGNATURE



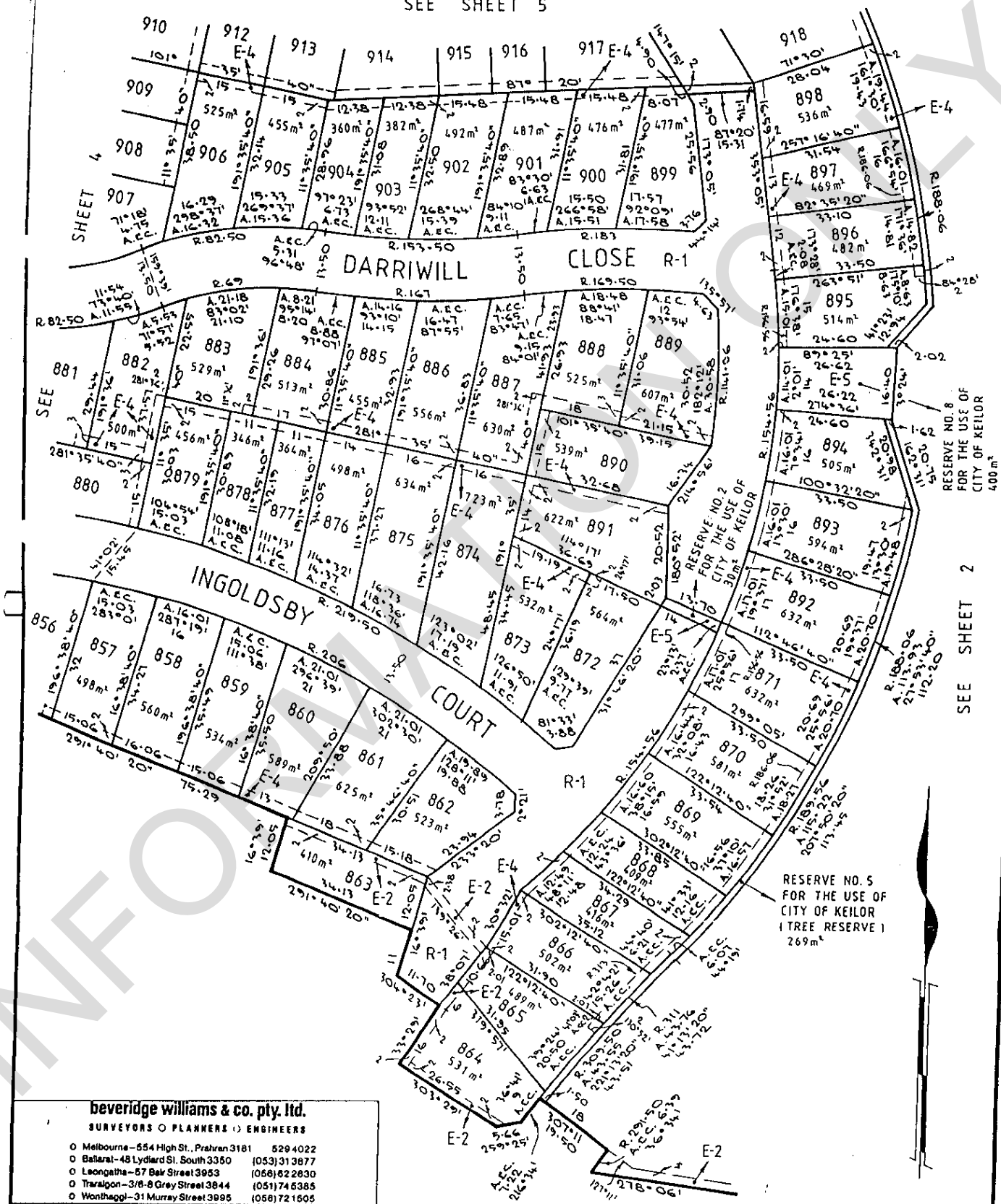
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 323078K

SEE SHEET 5



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SURVEYORS • PLANNERS • ENGINEERS

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- o Leongatha - 57 Bel Street 3953 (056) 62 2830
- o Traralgon - 3/8-8 Grey Street 3844 (051) 74 5385
- o Wonthaggi - 31 Murray Street 3995 (051) 72 1605

ORIGINAL

SCALE SHEET

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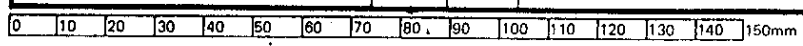
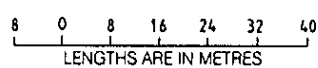
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REF 5611 / 13 VERSION 2

SHEET 3 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE



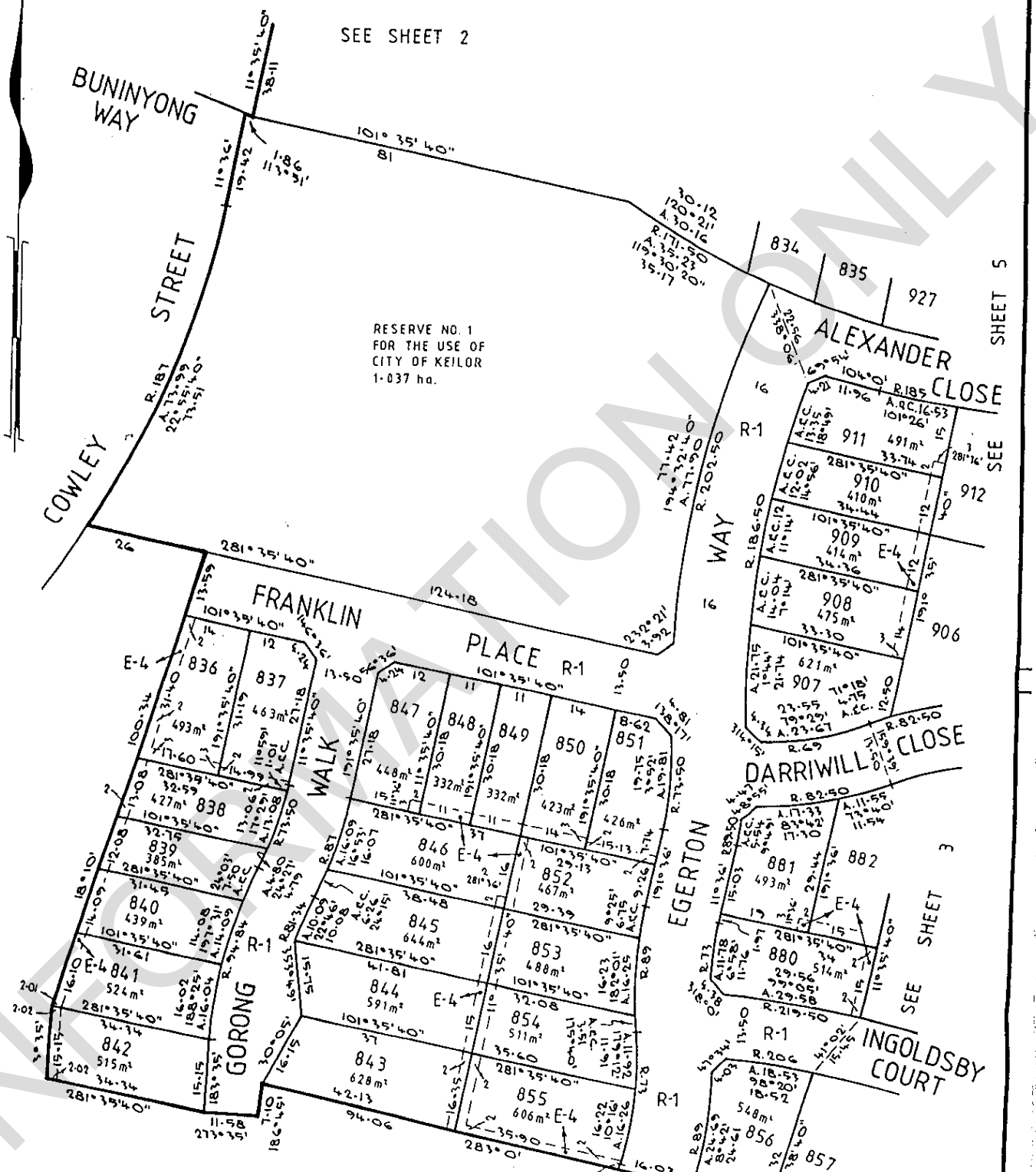
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 323078K

SEE SHEET 2



RESERVE NO. 1
FOR THE USE OF
CITY OF KEILOR
1-037 ha.

SHEET 5

SEE SHEET 3

beveridge williams & co. pty. ltd.

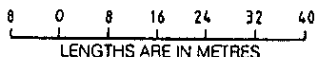
SURVEYORS • PLANNERS • ENGINEERS

- Melbourne - 564 High St., Prahran 3181 (052) 4022
- Ballarat - 48 Lydlard St. South 3350 (053) 313877
- Leongatha - 57 Bark Street 3953 (056) 822830
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- Wonthaggi - 31 Murray Street 3995 (056) 721505

ORIGINAL

LICENSED SURVEYOR (PRINT) JOHN FRANCIE WILLIAMS

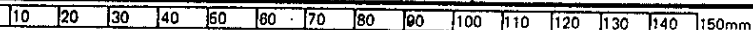
SHEET 4 OF 5 SHEETS



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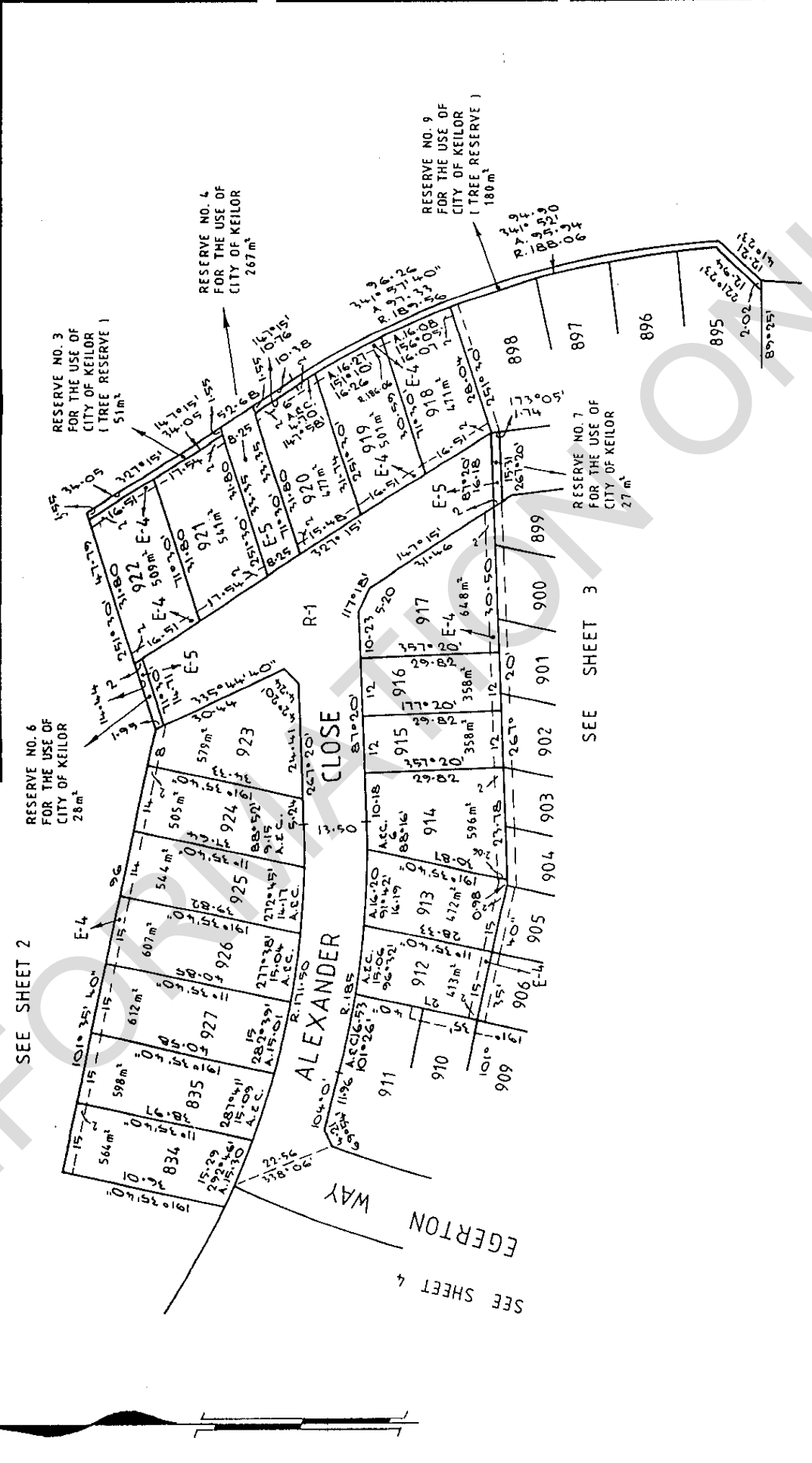
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DATE / /
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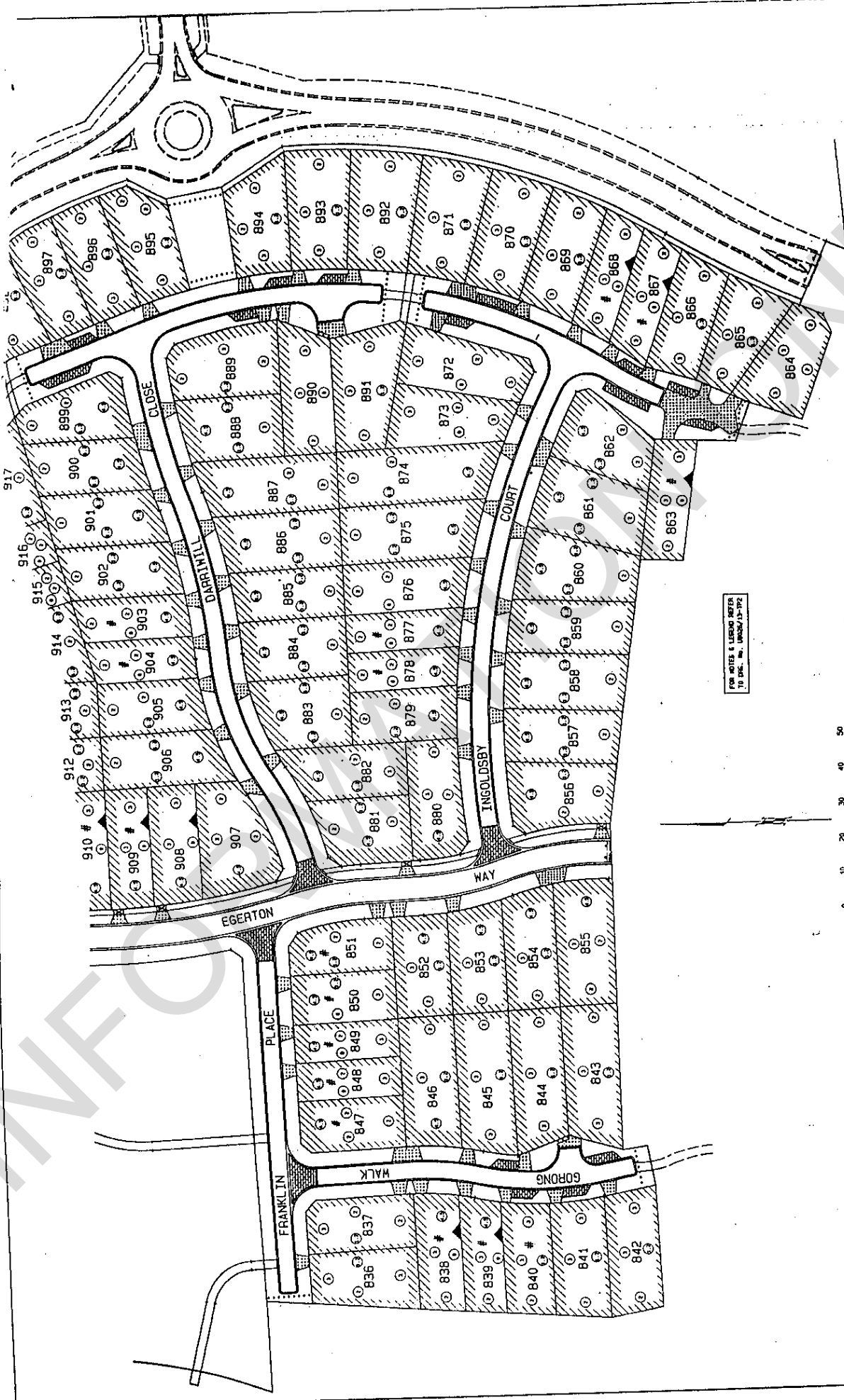


PLAN OF SUBDIVISION

STAGE NO. / PLAN NUMBER PS 323078 K



Deveridge Williams & Co. Pty. Ltd. SURVEYORS & PLANNERS & ENGINEERS Melbourne—554 High St., Prahran 3181 (053) 313877 Ballarat—48 Lyndard St. South 3350 (053) 313877 Leongatha—57 Bar Street 3953 (056) 822630 Traralgon—3/6-8 Grey Street 3944 (051) 745385 Warragul—31 Murray Street 3995 (056) 721505	ORIGINAL SCALE 1:800 A3 SHEET SIZE A3 LENGTHS ARE IN METRES SCALE: 0 8 16 24 32 40	LICENSED SURVEYOR (PRINT) JOHN FRANCIS WILLIAMS SIGNATURE _____ DATE 1 / 6 / 94 REF 5611 / 13 VERSION 2	SHEET 5 OF 5 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE _____ Councillor PSU
	SEE SHEET 3		



FOR NOTES & LEGEND REFER TO SHEET NO. URB026/13-1P1



REVISIONS	
1	ISSUE - APPROVED FOR CONSTRUCTION
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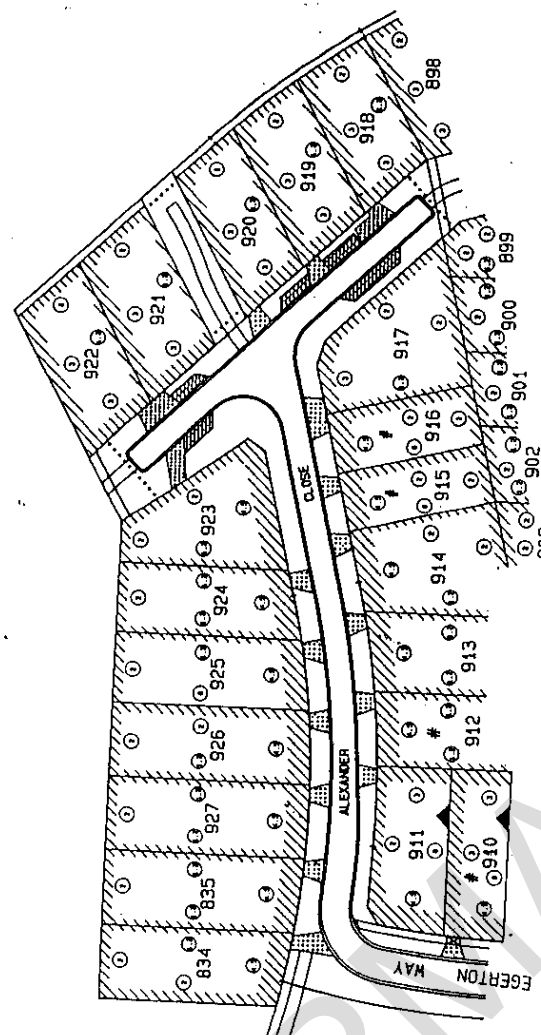
**COPPERFIELDS ESTATE STAGE 13
NEIGHBOURHOOD DESIGN PLAN**



COPPERFIELDS NEIGHBOURHOOD DESIGN POLICY

EXCEPT WITH THE PERMISSION OF THE CITY OF KEILOR NO BUILDING OR FENCE SHALL BE ERRECTED OTHER THAN IN ACCORDANCE WITH THIS POLICY.

1. **ROAD FRONTAGE SETBACKS**
NO BUILDING OR FENCE SHALL BE ERRECTED CLOSER TO THE ROAD FRONTAGE THAN THE DISTANCE SHOWN THIS (S)
2. **SETBACKS TO OTHER BOUNDARIES**
a) NO DWELLING SHALL BE LOCATED CLOSER TO OTHER BOUNDARIES THAN THE DISTANCE SHOWN THIS (C)
b) ON BOUNDARIES MARKED (C) DWELLINGS SHALL BE EITHER BUILT ON THE BOUNDARY, OR SETBACK A DISTANCE OF 1.2m.
c) ON BOUNDARIES WHERE THE OPTION OF SITTING A DWELLING ON THAT BOUNDARY IS GIVEN, OR WHERE AN ALTERNATIVE IS GIVEN, eg. (C) THE DWELLING MUST BE SET BACK THE PRESCRIBED MINIMUM DISTANCE IF IT IS NOT LOCATED ON THE BOUNDARY.
d) DWELLINGS SHALL BE BUILT TO ONLY ONE BOUNDARY OF ANY ALLOTMENT WHERE THIS ALTERNATIVE IS ADOPTED.
3. **FENCING OF PROPERTY BOUNDARIES**
a) FENCING OF FRONT BOUNDARIES OF LOTS IS NOT PERMITTED.
b) FENCING OF SIDE BOUNDARIES OF LOTS IS NOT PERMITTED CLOSER TO THE LOT FRONT (STREET) BOUNDARY THAN THE INDICATED BUILDING SETBACK DISTANCE EXCEPT WHERE THAT SIDE BOUNDARY FORMS THE REAR BOUNDARY OF AN ADJACENT LOT.
4. **EASEMENTS**
BUILDINGS ERRECTED ADJACENT TO EASEMENTS SHALL BE SETBACK OR CONSTRUCTED IN A MANNER TO THE SATISFACTION OF THE SERVICING AUTHORITY. WIDTHS OF EASEMENTS ARE CONTAINED WITHIN THE SETBACK DIMENSIONS AS SHOWN.
5. **BUILDING HEIGHT RESTRICTIONS**
a) THE HEIGHT OF A BUILDING ABOVE NATURAL GROUND LEVEL ON ANY BOUNDARY SHALL NOT EXCEED 3.6 METRES.
b) ANY PART OF A BUILDING EXCEEDING 3.6 METRES IN HEIGHT MUST BE SET BACK FROM THE BOUNDARY 100mm FOR EVERY 100mm OF ADDITIONAL HEIGHT.
c) ANY PART OF A BUILDING EXCEEDING 3.6 METRES IN HEIGHT MUST BE SET BACK FROM LOT BOUNDARIES MARKED THIS ▲ 200mm FOR EVERY 100mm OF ADDITIONAL HEIGHT.
6. **ON SITE PARKING**
THE SITTING OF BUILDINGS SHALL ALLOW FOR THE ACCOMMODATION OF AT LEAST TWO VEHICLES ON SITE IN ANY CONFIGURATION.
7. **DRIVEWAYS**
DRIVEWAYS HAVE BEEN POSITIONED TO ENABLE RESPONSIBLE HOUSE SITTING AND MINIMIZE POTENTIAL CONFLICT WITH UNDER GROUND SERVICES. VARIATIONS TO LOCATIONS SHOWN ARE NOT RECOMMENDED.
- B. **DEFINITIONS**
"BUILDING" - ANY STRUCTURE
"DWELLING" - HOUSE
9. **BUILDING PLAN**
PURCHASERS OF ALL LOTS MARKED THIS # ARE REQUIRED TO OBTAIN U.L.A. ENDORSEMENT OF BUILDING PLAN PRIOR TO SUBMISSION TO CITY OF KEILOR FOR BUILDING APPROVAL.



**COPPERFIELDS ESTATE STAGE 13
NEIGHBOURHOOD DESIGN PLAN**

DOCUMENTS	
1	FINAL APPROVED BUILDING PLAN
2	FINAL APPROVED SITE PLAN
3	FINAL APPROVED ERECTION PERMIT
4	FINAL APPROVED CONSTRUCTION PERMIT
5	FINAL APPROVED CONSTRUCTION PERMIT
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UB8026/13-TP2

Created at 25 August 2025 09:52 AM

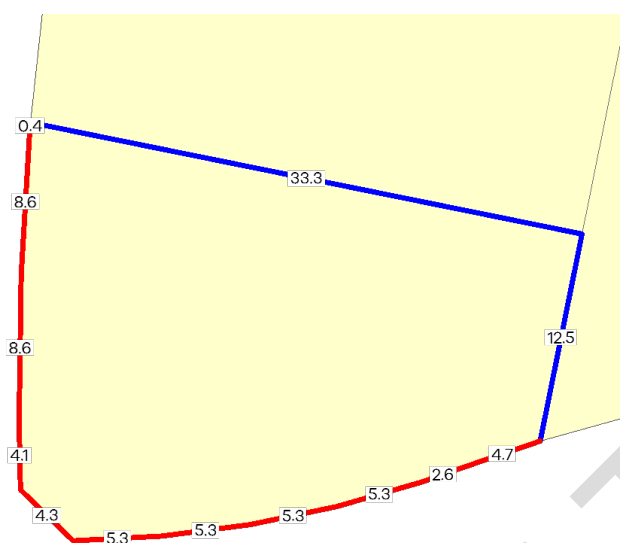
PROPERTY DETAILS

Address: **4 EGERTON WAY DELAHEY 3037**
Lot and Plan Number: **Lot 907 PS323078**
Standard Parcel Identifier (SPI): **907\PS323078**
Local Government Area (Council): **BRIMBANK**
Council Property Number: **461053**
Directory Reference: **Melway 13 D5**

www.brimbank.vic.gov.au

SITE DIMENSIONS

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



Area: 619 sq. m

Perimeter: 100 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PROPERTY DETAILS

Address: **4 EGERTON WAY DELAHEY 3037**
 Lot and Plan Number: **Lot 907 PS323078**
 Standard Parcel Identifier (SPI): **907\PS323078**
 Local Government Area (Council): **BRIMBANK**
 Council Property Number: **461053**
 Planning Scheme: **Brimbank**
 Directory Reference: **Melway 13 D5**

www.brimbank.vic.gov.au

[Planning Scheme - Brimbank](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

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

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

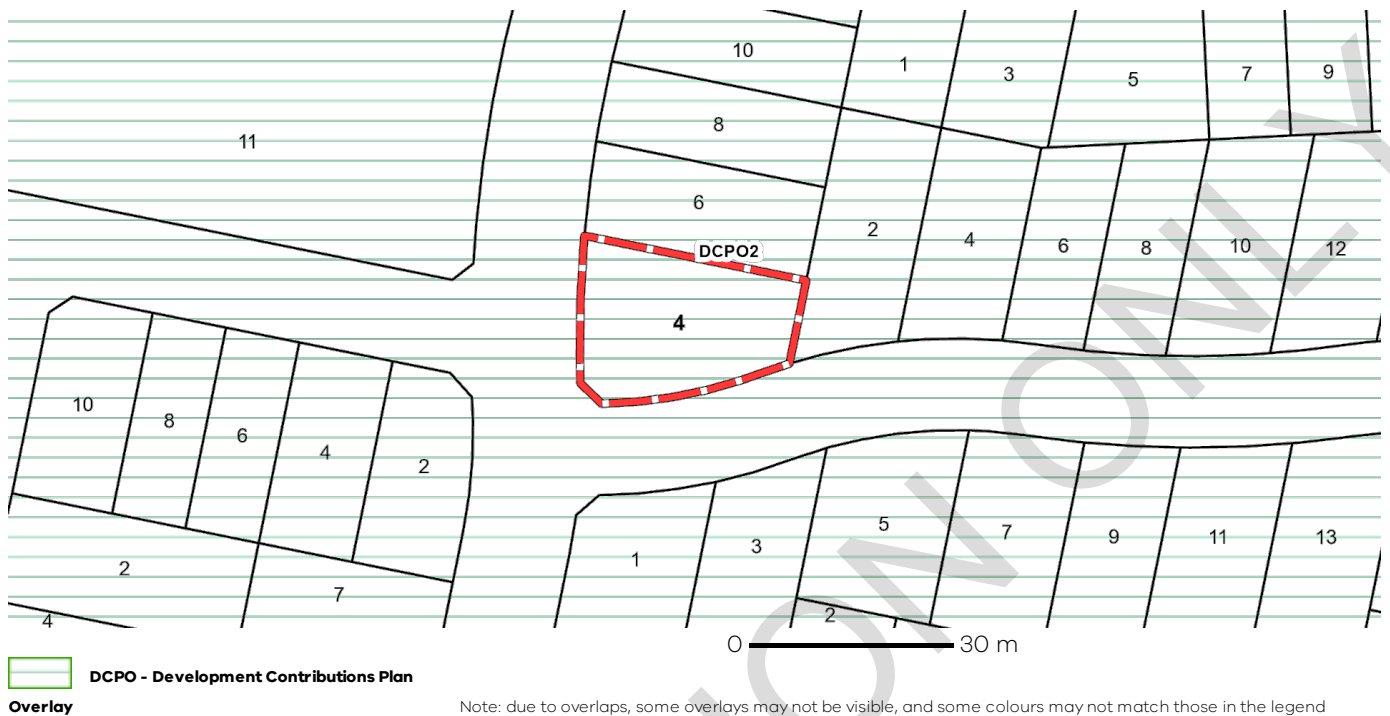


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



Further Planning Information

Planning scheme data last updated on 22 August 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020.

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au
PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2025 to 30 June 2026.

Your Reference: 77871442-016-1
Assessment Number: 461053

Certificate Number: 118495
Issue date: 01/09/2025

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

AVPCC: 110 - Detached Dwelling

PROPERTY LOCATION: 4 EGERTON WAY DELAHEY 3037

Title: LOT: 907 PLN: 323078
Volume No:
Folio No.
Ward: Delahey

Capital Improved Value: \$620,000
Net Annual Value: \$31,000
Site Value: \$475,000
Effective Date: 1/07/2025
Base Date: 01/01/2025

RATES CHARGES AND OTHER MONIES:

Residential Rate Levied 01/07/2025	\$1,090.27
Municipal Charge Date Levied 01/07/2025	\$86.52
140ltr Environmental Charge Date Levied 01/07/2025	\$369.47
240ltr Green Waste Charge Date Levied 01/07/2025	\$111.21
Public Amenities Cleansing Levy Date Levied 01/07/2025	\$96.08
ESVF - Residential (Fixed) Date Levied 01/07/2025	\$136.00
ESVF - Residential (Variable) Date Levied 01/07/2025	\$107.26
Rate Arrears to 30/06/2025:	\$1,676.65
Interest to 01/09/2025:	\$21.83
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$620.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$3,075.29
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$3,075.29

In accordance with Section 175 (1) of the Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 461053
Certificate Number: 118495



Biller Code: 93948
Reference No: 00000461053
Amount: \$3,075.29

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

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

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

CR Humbert

AUTHORISED OFFICER

INFORMATION ONLY



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77871442-027-7

Statement number

6505080249

Date of Issue 25 Aug 2025**Total amount**

\$1,657.02

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 4 EGERTON WAY, DELAHEY VIC 3037

Property number 1978760000

Lot on Plan 907\PS323078

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**
Ref: **87672400002**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518

**Australia Post**

Billcode: **0362**
Ref: **0876 7240 0006**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 087672400006

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.25	Quarterly	\$56.52	\$56.52
Residential Sewer Service Charge	\$297.99	Quarterly	\$75.11	\$75.11
Total annual charges	\$522.24		\$131.63	\$131.63

Other charges and adjustments

Service charges owing for previous financial years	\$626.34
Volumetric charges owing to 31/07/2025	\$508.44
Adjustments	\$0.00
Total charges and adjustment	\$1,266.41

Outstanding charges

Current balance	\$1,266.41
Plus remainder service charges to be billed	\$390.61

Total charges **\$1,657.02**

Volumetric Charges

Please note the water meter on this property was last read on 31/07/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 31/07/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$1.88 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges as from the date of sale.

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.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

INFORMATION ONLY



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77871442-027-7

Statement number

6505080249

Date of Issue 25 Aug 2025

Total amount

\$1,812.08

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Property address 12 INGOLDSBY COURT, DELAHEY VIC 3037

Property number 4206120000

Lot on Plan 874\PS323078

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY

Billcode: **8789**
Ref: **68625210002**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518



Australia Post

Billcode: **0362**
Ref: **0686 2521 0002**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 087672400006

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.25	Quarterly	\$56.52	\$56.52
Residential Sewer Service Charge	\$297.99	Quarterly	\$75.11	\$75.11
Parks	\$89.80	Quarterly	\$22.63	\$22.63
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$31.50
Total annual charges	\$737.04		\$185.76	\$185.76

Other charges and adjustments

Service charges owing for previous financial years	\$765.57
Volumetric charges owing to 30/07/2025	\$421.48
Adjustments	-\$112.01 CR
Total charges and adjustment	\$1,260.80

Outstanding charges

Current balance	\$1,260.80
Plus remainder service charges to be billed	\$551.28

Total charges

\$1,812.08

Volumetric Charges

Please note the water meter on this property was last read on 30/07/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 30/07/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.68 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: [Consumer no. of child property] is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property [Consumer no. of child property] may be separately rated from the date of sale and may attract these charges.

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.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

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Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

INFORMATION ONLY

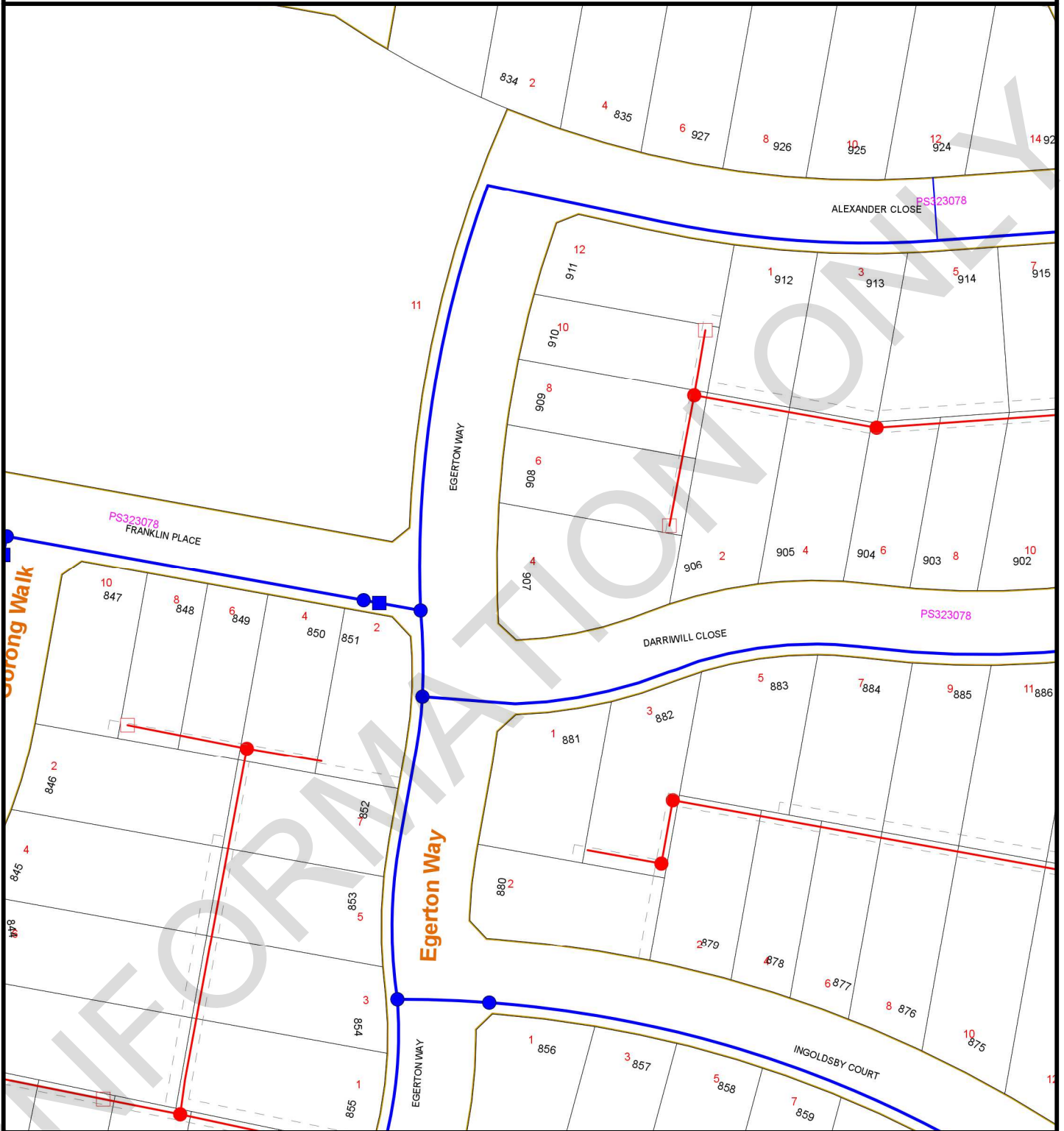
INFORMATION STATEMENT PLOT

Address :

4 EGERTON WAY DELAHEY VIC 3037

Reference :

PID000678791



Scale 1:1000
Printed on : 25/08/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

INFORMATION ONLY

Property Clearance Certificate

Land Tax



INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference:	3874/25:KA
Certificate No:	92920141
Issue Date:	26 AUG 2025
Enquiries:	MXP4

Land Address: 4 EGERTON WAY DELAHEY VIC 3037

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24921018	907	323078	10213	615	\$0.00

Vendor: EMILY BASSAM OLEA & GUILLERMO ANDRE OLEA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR GUILLERMO ANDRE OLEA	2025	\$470,000	\$0.00	\$0.00


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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$610,000
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SITE VALUE (SV):	\$470,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 92920141

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,860.00

Taxable Value = \$470,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,100.00

Taxable Value = \$610,000

Calculated as \$610,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92920141

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: 92920141

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference: 3874/25:KA

Certificate No: 92920141

Issue Date: 26 AUG 2025

Enquires: MXP4

Land Address: 4 EGERTON WAY DELAHEY VIC 3037

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24921018	907	323078	10213	615	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$610,000

SITE VALUE: \$470,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92920141

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference: 3874/25:KA

Certificate No: 92920141

Issue Date: 26 AUG 2025

Land Address: 4 EGERTON WAY DELAHEY VIC 3037

Lot	Plan	Volume	Folio
907	323078	10213	615

Vendor: EMILY BASSAM OLEA & GUILLERMO ANDRE OLEA

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: 92920141

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: 92920149

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: 92920149

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.



MRS EMILY BASSAM OLEA
C/- NH NADIA HILMI
SUITE 2 LEVEL 1 740 MOUNT ALEXANDER RD
MOONEE PONDS VIC 3039

Our reference: 7162455290984

Phone: **13 28 66**

29 August 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello EMILY BASSAM,

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

Notice number	2411127545458
Vendor name	EMILY BASSAM OLEA
Clearance Certificate Period	29 August 2025 to 29 August 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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



MR GUILLERMO A OLEA
4 EGERTON WAY
DELAHEY VIC 3037

Our reference: 7162455268891

Phone: **13 28 66**

29 August 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello GUILLERMO,

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

Notice number	2411127544257
Vendor name	GUILLERMO ANDRE OLEA
Clearance Certificate Period	29 August 2025 to 29 August 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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