

DATED

2025

**JAMES MICHAEL FENECH**

to

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# CONTRACT OF SALE OF REAL ESTATE

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**Property: 26 Goodenia Way, Caroline Springs Vic 3023**



**MMH LAWYERS**  
33 Military Road  
Avondale Heights Vic 3034  
(P.O. Box 37 Avondale Heights VIC 3034)  
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Ref: 255538

# Contract of sale of land

**Property: 26 Goodenia Way, Caroline Springs Vic 3023**

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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## Disclaimer

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

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**WARNING TO ESTATE AGENTS**

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

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

# Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (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 CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER:

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN: .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

**JAMES MICHAEL FENECH**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN: .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

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## Particulars of sale

### Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/240 Caroline Springs Boulevard, Caroline Springs, VIC 3023

Email: sold@rataandco.com.au

Tel: 0409 853 503

Mob:

Fax:

Ref:

### Vendor

Name: **JAMES MICHAEL FENECH**

### Vendor's legal practitioner or conveyancer

Name: MMH Lawyers Pty Ltd

Address: 33 - 35 Military Road, Avondale Heights VIC 3034

Email: dooren@mmhlawyers.com.au

Tel: : 03 9317 9712

Mob:

Fax:

Ref: DM:255538

### Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

### Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11105	Folio	815	269	PS614387Y
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 **26 Goodenia Way, Caroline Springs Vic 3023**

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

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

**Payment**

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

**Deposit bond**

☐ ~~General condition 15 applies only if the box is checked~~

**Bank guarantee**

☐ ~~General condition 16 applies only if the box is checked~~

**GST** (general condition 19)

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

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

**Settlement** (general 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 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

INFORMATION ONLY

## **Special Conditions**

### **Special Condition 1 – Auction**

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules. The rules for the conduct of the auction are annexed hereto and marked annexure 1.

### **Special Condition 2 - Identity of the land mistakes and omissions**

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

### **Special Condition 3 – Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf in regards to:

- 3.1 In its present condition and state of repair;
- 3.2 Subject to all defects latent and patent;
- 3.3 Subject to any infestations and dilapidation;
- 3.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 3.5 Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- 3.6 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

### **Special Condition 4 – Foreign Purchaser**

- 4. The purchaser warrants:
  - 4.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
  - 4.2 That if the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

### **Special Condition 5 – Loss or damage before settlement**

- 5.1 General conditions 31.4, 31.5 and 31.6 are removed from this contract.
- 5.2 Should the property not be in the condition it was at the date of sale the onus will be on the purchaser to demonstrate the condition at the date of sale before any action will be taken by the vendor or their representatives to rectify same and the purchaser must not delay settlement.

### **Special Condition 6 – Corporate entity**

In the event that the purchaser is a corporate entity the contract must be personally guaranteed under the corporation's legislation and the "Deed of Guarantee of Contract" annexed must be executed by one of the following: -

- 6.1 2 directors of the company; or

- 6.2 a director and a company secretary of the company; or
- 6.3. for a proprietary company that has a sole director who is also the sole company secretary--that director.

#### **Special Condition 7 – Default by vendor**

- 7. Despite anything in General Condition 32, the Vendor is not obligated to pay any costs or expenses or default interest claimed by the Purchaser, whether caused by the Vendor's breach or otherwise claimed by the Purchaser.

#### **Special Condition 8 – Default Interest**

- 8. General Condition 33 is amended to read:

- 33.1 *"Interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party."*

#### **Special Condition 9– Statement of Adjustments**

- 9. General Condition 23.3 is replaced with the following:

- 23.3 The statement of adjustments must be delivered to the vendor or the Vendor's representatives at least 7 days before the date of settlement:
  - (a) When providing the statement of adjustments, the purchaser must provide a copy of all certificates, other documents and/or verbal representations relied upon to prepare same; and
  - (b) If the statement of adjustments is not provided at least 7 days before the date of settlement the purchaser will be in default under the contract.
  - (c) If the adjustments are not received by vendor or the vendors representatives 7 days before the date of settlement the vendor does not have to facilitate settlement until 7 days after its receipt and the purchaser will be deemed to be in default of the contract.

#### **Special Condition 10 – Nomination**

- 10. If the property is sold and the purchaser uses the words and/or nominee or seeks to rely on General Condition 4 of this contract the following condition applies: -
  - (a) The nomination must be done within 14 days of the date of sale;
  - (b) The original named purchaser remains jointly and severally liable for the performance of the contract;
  - (c) The nominee shall pay the vendors representatives the additional sum of \$385.00; and
  - (d) If the nominee is a company a personal guarantee shall be provided by the directors.

#### **Special Condition 11 – Re-scheduling of settlement**

- 11. If settlement is required to be rescheduled because of the purchaser, the purchaser's representatives or the purchaser's financial institution the purchaser will be liable for any fees associated with the rescheduling including but not limited to:-
  - (a) Agency fees;
  - (b) Legal fees;
  - (c) Bank fees, interest, bridging finance, application fees;
  - (d) Accommodation and storage fees; and
  - (e) Any other sum that the vendor acting reasonably may incur

This clause will not merge on completion.

#### **Special Condition 12 – Location of settlement**

12. If the Vendor, vendor's representatives, or vendor's financial institution is required to attend a location for settlement, by the request of the purchaser or the purchaser's representatives, the Vendors fees associated the same including agency and legal fees shall be paid by the purchaser.

### **Special Condition 13 – Loan/Finance**

13. General condition 20 is replaced with:

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 on the vendor on the approval date or any later date allowed by the vendor and provides the vendor and/or the vendors representatives with evidence that they did everything possible to comply with this condition and finance was not approved; and
  - a. The vendor will require:
    - i. evidence by way of a confirmation letter from the financial institution confirming finance has been rejected;
    - ii. Evidence that the loan was immediately applied for;
    - iii. Evidence that all request of the financial institution were compiled within a reasonable manner;
    - iv. Authorisation to contact the financial institution to confirm the accuracy of the information provided; and
    - v. Any other information the vendor may require to determine this condition was complied with.
- (d) is not in default under any other condition of this contract when the notice is given.
  - a. The purchaser may be in default of the contract even if a default notice has not yet been issued.

20.3 All money must be immediately refunded to the purchaser if the contract is ended but for \$385.00 being reasonable legal fees incurred by the Vendor.

### **Special Condition 14 – Deposit**

14. General condition 14.1 is amended to read

14. The purchaser must pay the deposit equal to 10% of the price:

- (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.
- (d) The deposit is due to be paid on the date listed in the particulars of sale, if no date is nominated for the date in which the deposit becomes due, the deposit becomes due and payable, within 7 days of the contract becoming unconditional;
- (e) If the deposit is not paid on or before the due date the purchaser is in default under the contract and the vendor is entitled to an interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 on the deposit owing under the contract during the period of which the deposit has not been paid from the deposit due date until the date to which the deposit has been paid by the purchaser; and

- (f) If the purchaser does not pay the deposit equal to 10% of the price and contract ends by a default notice given by the vendor under general condition 35.4 the vendor is entitled to receive a deposit equal to 10% of the price as the vendor's absolute property whether the deposit has been paid or not.

#### **Special Condition 15 – Inspection**

15. If the contract of sale is subject to a lease General condition 29 is amended to:
- (a) "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. If the licensees or other persons in possession of the property do not grant access to the property, the Purchaser cannot delay settlement nor withhold any sum of money or make claim for any compensation should the property not be in the condition it was at the date of sale from the vendor.

#### **Special Condition 16 – Vendors statement**

16. Despite the vendors statement being attached to the contract of sale the purchaser acknowledges that they were provided the vendors statement and reviewed same before signing the contract of sale.

#### **Special Condition 17 – Fair Terms**

17. The purchaser warrants that they are aware that this is a legally binding contract;
- (a) The purchaser warranted that they had the opportunity to seek legal advice before signing the contract of sale and vendors statement even if they did not receive same;
- (b) The purchaser acknowledges that they had the opportunity to negotiate the particulars of sale and special conditions prior to signing this contract, even if they did not do so.

#### **Special Condition 18 – Agent**

18. The purchaser acknowledges that were introduced to the property by the agent named within this contract of sale.

#### **Special Condition 19 – Representations**

19. The purchaser acknowledges that they are relying on their own investigations and enquiries on the property and are not relying on any representations made by any advertising material or verbal representations of the vendor or their agents.

#### **Special Condition 20 – Renovations**

20. The purchaser acknowledges that they are aware that the property may have been renovated
- (a) The Vendors give no warranties to the quality of the works;
- (b) The Vendors give no warranties that the works were/are compliant with the relevant standards;
- (c) The Vendors advise that permits may have not been obtained for the works undertaken; and
- (d) The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

#### **Special Condition 21 – Keys**

21. The Vendor makes no warranties as to the keys and conditions of the locks.
- (a) The vendor will provide all keys that they hold to the agent; and
- (b) Should vendor not hold any or all keys to the property the purchasers agree not to make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

#### **Special Condition 22 – Building Certificate/s**

22. The Purchaser hereby acknowledges by signing of this contract, that:

- (a) They have had the opportunity to inspect or review any information relevant to the building (including swimming pool or spa) or land and that they have had the opportunity to obtain at their own expense, from the relevant council, copies of any permits issued pursuant to regulation 51 of the *Building Regulations Act 2018*.
- (b) On exchange of this contract of sale they may not make any claims as to the condition of the building of the property or land, or terminate the contract for any reason directly or indirectly related to the building or land and/or non-disclosure contained herein.

#### **Special Condition 23 – Pool/Spa Fencing**

~~23. The Purchaser hereby acknowledges by signing of this contract, that:-~~

- ~~(a) The property referred to herein may have a swimming pool, spa or other body of water (collectively known as 'water body'). The purchaser acknowledges that the water body on the property as described above may not be complied with all current legislative requirements, including but not limited to fencing or permit requirements.~~
- ~~(b) The Purchaser has had the opportunity to make all enquiries to the compliance and condition of the property, including but not limited to obtaining building inspection reports but suitably qualified professionals or trades people.~~
- ~~(c) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including fencing requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.~~

#### **Special Condition 24 – Pool/Spa Registration**

~~24. The Purchaser hereby acknowledges by signing of this contract, that:-~~

- ~~(a) The Purchaser acknowledges that the water body on the property described may not be complied with all current legislative requirements, including but not limited to the registration of the water body with the relevant council.~~
- ~~(b) The Purchaser has had the opportunity to make all enquiries as to the compliance and registration status of the water body with the relevant council.~~
- ~~(c) The Purchaser acknowledges that he/she may be required to register the water body with the relevant council after settlement has taken place and acknowledge and understand that there may be costs associated with same.~~
- ~~(d) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including registration requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.~~

#### **Special Condition 25 – Land Tax**

- 25. For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
  - 26. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
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## **Annexure 1:**

### **Sale of Land (Public Auctions) Regulations 2014**

#### **SCHEDULE 1**

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

1. No bids may be made on behalf of the vendor of the land.

OR

\*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[\*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property

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**Annexure 2:**

**Date**

**2025**

**JAMES MICHAEL FENECH (Vendor)**

**AND**

**(Purchaser)**

**AND**

**(Guarantor)**

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**DEED OF GUARANTEE OF CONTRACT**

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**MMH LAWYERS**

Office: 33 Military Road Avondale Heights Vic 3034

Postal: P.O. Box 37 Avondale Heights 3034

Tel: 03 9317 9712

Email: [dooren@mmhlawyers.com.au](mailto:dooren@mmhlawyers.com.au)

Ref: 255538

**THIS DEED** dated      day of                      2025

**BETWEEN**

**JAMES MICHAEL FENECH**

(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.

## EXECUTED AS A DEED

Vendor:

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
<b>JAMES MICHAEL FENECH</b> in the presence	)
of:	_____
	Signature
_____	
Signature of witness	
_____	
Print name of witness	

Purchaser:

<b>EXECUTED BY</b>	)
_____	)
<b>A.C.N.</b> _____	_____
	Director/Secretary
_____	_____
Director	Name
_____	
Name	

Guarantor

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
_____	)
in the presence of:	_____
	Signature
_____	
Signature of witness	
_____	
Print name of witness	

# 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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and

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- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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.

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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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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* (Vic).

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# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

#### 14.6 Payment of the deposit may be made or tendered –

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

However, unless otherwise agreed –

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

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

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

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

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

### 15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

### 16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
  - (b) the vendor must –
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
  - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

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

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

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

19.7 In these general conditions –

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

- (a) obtains a written report from –
  - (i) a registered building surveyor;
  - (ii) a registered building inspector;
  - (iii) a registered domestic builder; or
  - (iv) an architect,
 which is –
  - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
  - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 22. PEST REPORT

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

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

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

### 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

### 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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite –
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
  - (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 174441849 (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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and

eCOSID: 174441849 (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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

## 28. NOTICES

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

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

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

## 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* (Vic) –

- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

### 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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

eCOSID: 174441849  
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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# 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**

26 Goodenia Way, Caroline Springs VIC 3023

**Vendor's name**

James Michael Fenech

**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) Their total does not exceed:

\$7,000

### 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	The AVPCC allocated to the land is not a qualifying use.
(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	MELTON
Name of responsible authority	MELTON CITY COUNCIL
Zoning of the land	GENERAL RESIDENTIAL ZONE (GRZ); GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
Name of planning overlay	NONE APPLICABLE

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

## 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 1000m<sup>2</sup>; (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)*

- Register Search Statement (Title) VOLUME 11105 FOLIO 815;
- Copy of Plan PS614387Y;
- Instrument Search AG253768W;
- Instrument Search AH352397V;;

- Instrument Search AH352396X;;
- Melton City Council Information Certificate;
- Greater Western Water Information Statement;
- Land Tax Certificate;
- GAIC Certificate;
- VicRoads Certificate;
- Property Report;
- Planning Report; and
- Due Diligence Checklist.

INFORMATION ONLY

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

Page 1 of 1

VOLUME 11105 FOLIO 815

Security no : 124128501069D  
Produced 29/09/2025 05:06 PM

### LAND DESCRIPTION

Lot 269 on Plan of Subdivision 614387Y.  
PARENT TITLE Volume 11084 Folio 670  
Created by instrument PS614387Y 02/12/2008

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JAMES MICHAEL FENECH of 26 GOODENIA WAY CAROLINE SPRINGS VIC 3023  
AH352396X 09/07/2010

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH352397V 09/07/2010  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AG253768W 17/12/2008  
Expiry Date 01/01/2023

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

### DIAGRAM LOCATION

SEE PS614387Y 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: 26 GOODENIA WAY CAROLINE SPRINGS VIC 3023

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 23/10/2016

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>PS614387Y</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>29/09/2025 17:06</b>

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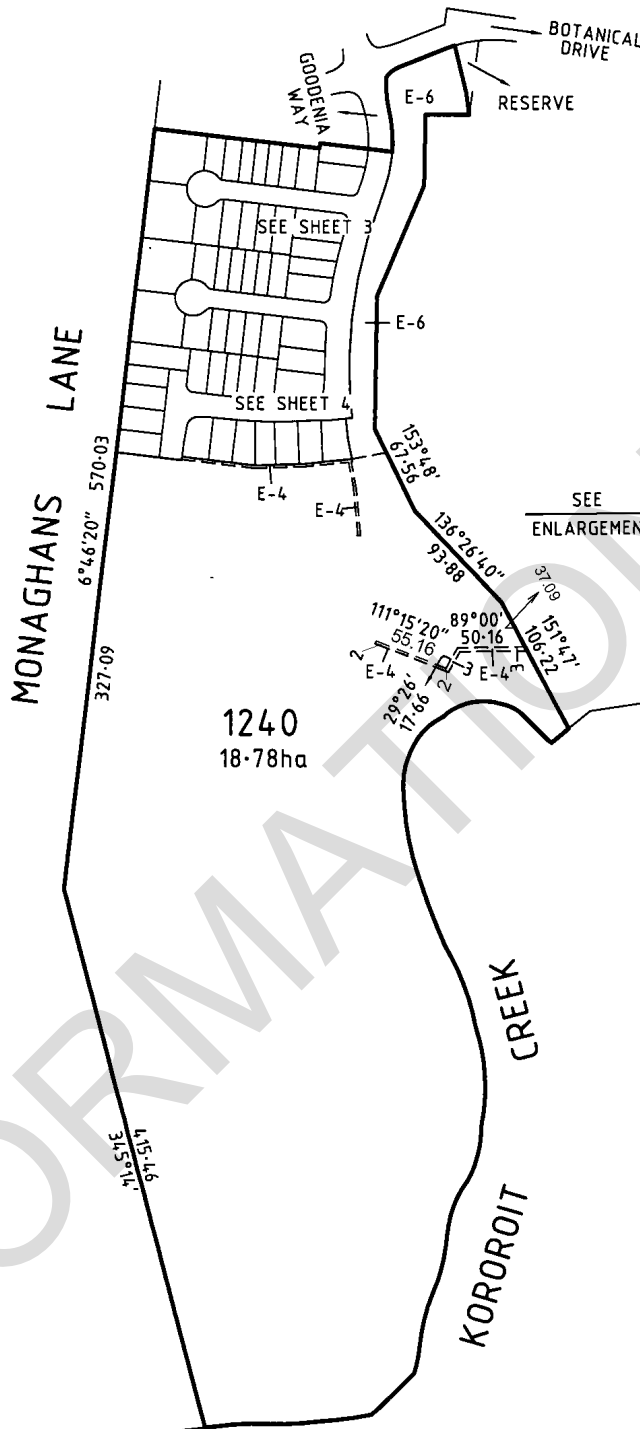
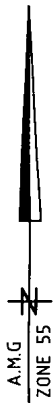
PLAN OF SUBDIVISION		STAGE No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LR USE ONLY <b>EDITION 2</b>	<b>PS614387Y</b> PL 22/07/2008 \$727180 PC 
<b>LOCATION OF LAND</b>  <b>PARISH:</b> MARIBYRNONG  <b>TOWNSHIP:</b>  <b>SECTION:</b> 3  <b>CROWN ALLOTMENT:</b> A & B (PARTS)  <b>CROWN PORTION:</b>  <b>TITLE REFERENCES:</b>  <b>LAST PLAN REFERENCE/S:</b> PS 614378A (LOT 1235)  <b>POSTAL ADDRESS:</b> LOT 1235 GOODENIA WAY (At time of subdivision) CAROLINE SPRINGS  <b>AMG Co-ordinates</b> E 299 750 (of approx centre of land in plan) N 5 821 850 ZONE 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  <b>COUNCIL NAME:</b> SHIRE OF MELTON <span style="float: right;"><b>REF:</b> SUB 3071</span> <del>1. This plan is certified under Section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. <b>10/7/2008</b> <del>3. This is a statement of compliance issued under Section 24 of the Subdivision Act 1988.</del>  <b>OPEN SPACE</b> (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> /has not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage.....</del>  <del>Council Delegate</del> <del>Council Seal</del> <del>Date</del>  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate <i>G Add</i> <del>Council Seal</del> Date <b>20/11/2008</b>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This <del>is</del> /is not a staged subdivision. Planning permit No.		
ROAD R1 RESERVE No.1	SHIRE OF MELTON SHIRE OF MELTON	DEPTH LIMITATION DOES NOT APPLY  RESERVE No.1 IS NOT SHOWN TO SCALE ON THIS PLAN		
<b>EDENFIELD STAGE 6</b> <b>53 LOTS</b> <span style="float: right;"><b>4.044ha</b></span>		SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.		
<b>EASEMENT INFORMATION</b>				<b>LR USE ONLY</b>  STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  <div style="text-align: right;">DATE <b>28/11/08</b></div>
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				<b>LR USE ONLY</b>  PLAN REGISTERED TIME <b>9.39am</b> DATE <b>2/12/08</b>  <b>Natasha Heard</b> Assistant Registrar of Titles  SHEET 1 OF 4 SHEETS
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE PLAN	PS 614378A	CITY WEST WATER LTD
E-2	DRAINAGE	SEE PLAN	PS 614378A	SHIRE OF MELTON
	SEWERAGE	SEE PLAN	PS 614378A	CITY WEST WATER LTD
E-3	DRAINAGE	SEE PLAN	THIS PLAN	SHIRE OF MELTON
E-4	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LTD
E-5	DRAINAGE	SEE PLAN	THIS PLAN	SHIRE OF MELTON
	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LTD
E-6	DRAINAGE & FLOODWAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
		LICENSED SURVEYOR (PRINT) <b>PATRICK RICE</b> SIGNATURE <i>[Signature]</i> DATE <b>19.08.08</b> REF <b>0497150-126</b> VERSION <b>C</b>		DATE <b>20/11/2008</b> COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE <b>A3</b>

# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

**PS 614387Y**



1240

0 10 20 30 40  
ENLARGEMENT SCALE 1:1000



**urban**  
consulting group

Melbourne Survey T 9869 0813 F 9869 0901

SCALE

40 0 40 80 120 160 200  
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
1:4000 A3

LICENSED SURVEYOR PRINT

PATRICK RICE

SIGNATURE

DATE

REF 0497150.126

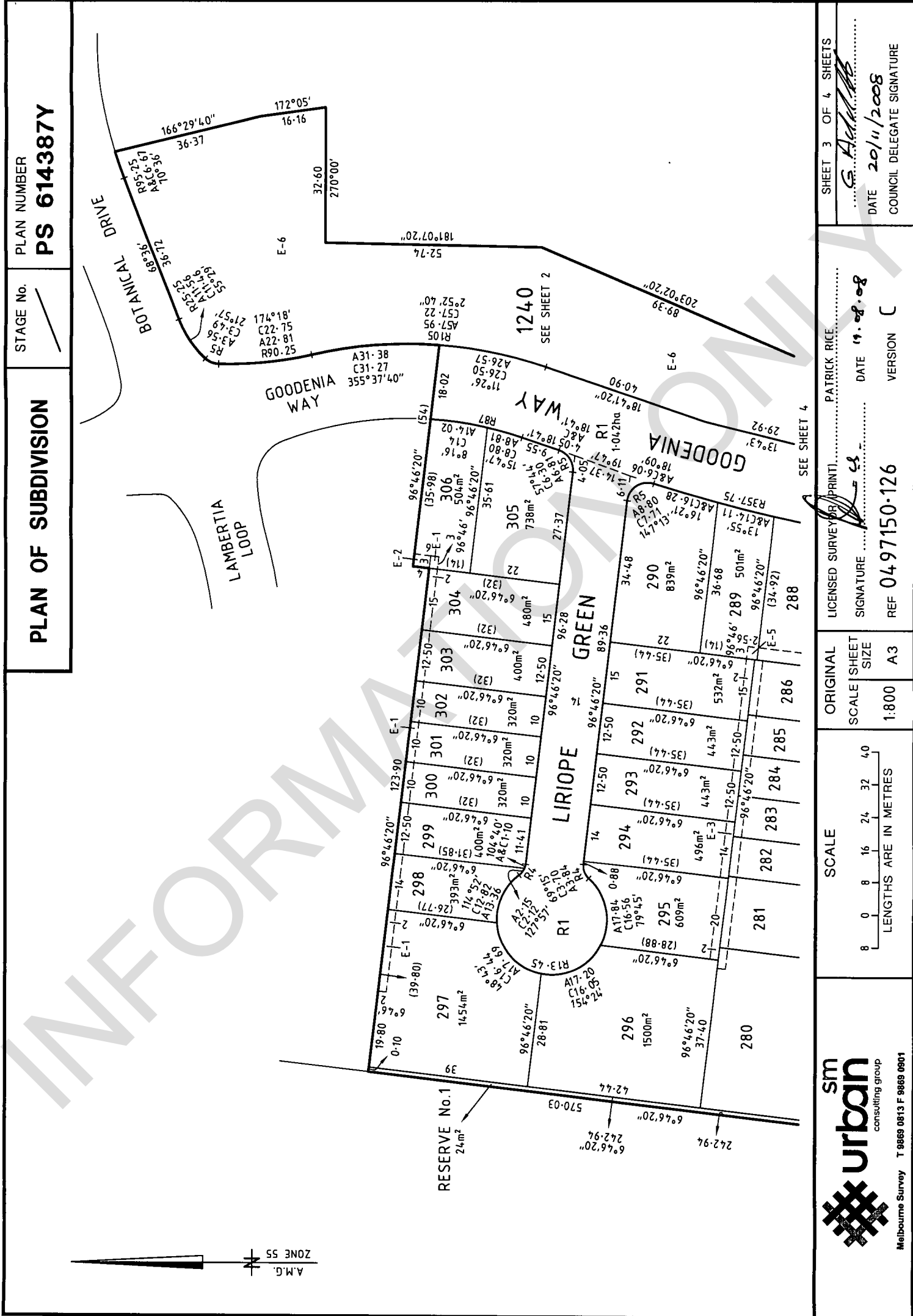
VERSION

SHEET 2 OF 4 SHEETS

*G. Add. 16*

DATE 20/4/2008

COUNCIL DELEGATE SIGNATURE

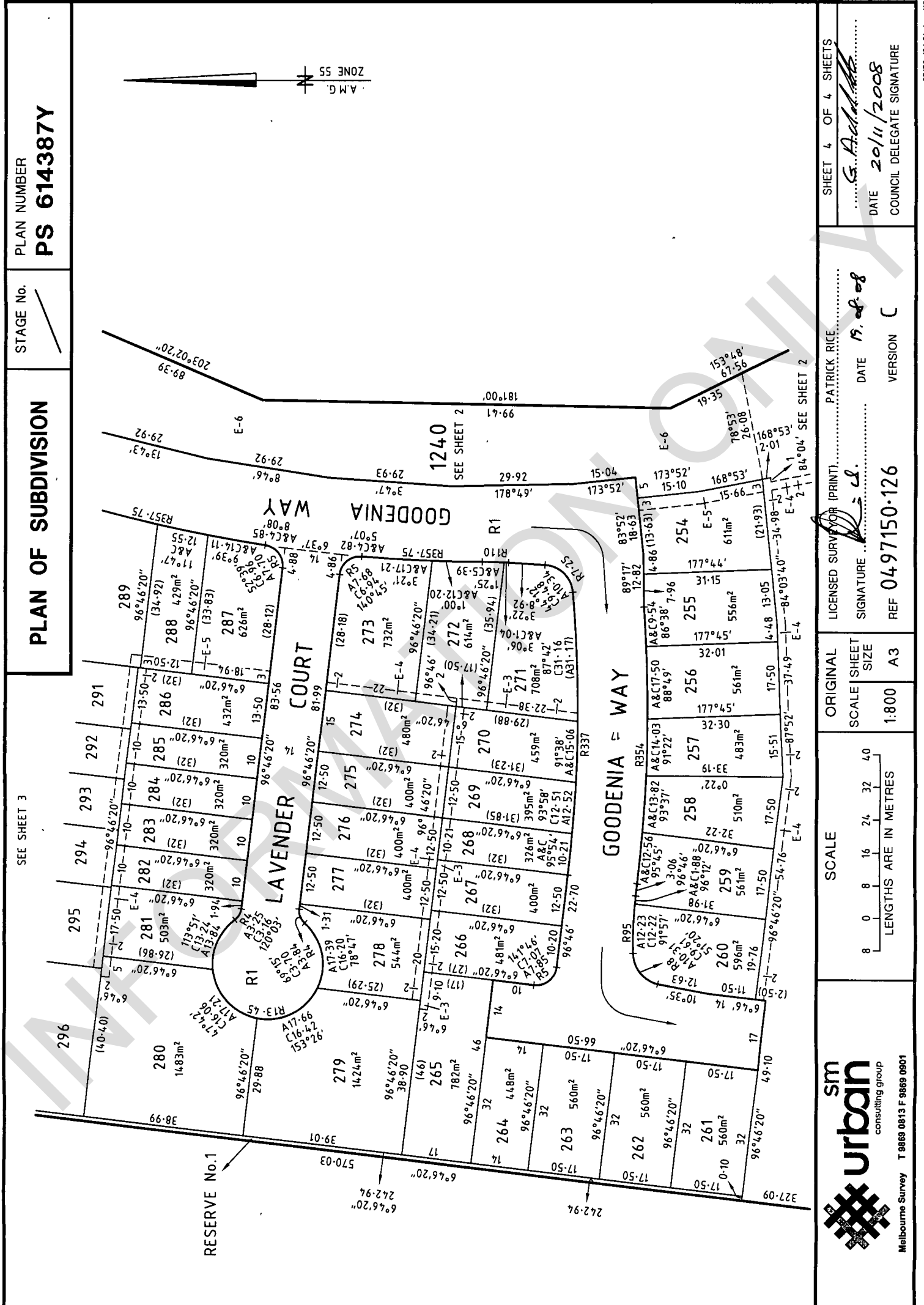


SCALE  
8 0 8 16 24 32 40  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE 1:800  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT)  
SIGNATURE *[Signature]*  
DATE 19.08.08  
VERSION C

SHEET 3 OF 4 SHEETS  
PATRICK RICE  
DATE 20/11/2008  
COUNCIL DELEGATE SIGNATURE



PLAN NUMBER  
**PS 614387Y**

STAGE No. **1**

**PLAN OF SUBDIVISION**

SEE SHEET 3

1240

SEE SHEET 2

SHEET 4 OF 4 SHEETS  
DATE **20/11/2008**  
COUNCIL DELEGATE SIGNATURE  
*G. Adair*

LICENSED SURVEYOR (PRINT) **PATRICK RICE**  
SIGNATURE *P. Rice* DATE **19.08.08**  
VERSION **C**

ORIGINAL SCALE SHEET SIZE  
1:800 A3

SCALE  
8 0 8 16 24 32 40  
LENGTHS ARE IN METRES

**sm urban**  
consulting group  
Melbourne Survey T 9889 0813 F 9889 0901

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# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AG253768W</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>29/09/2025 17:06</b>

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: *DWC Conveyancing Services*

Name:

Phone: *03-54952845*

Address:

Ref: *08/0395*

Customer Code: *3998W*



Privacy Collection Statement		
<b>AG253768W</b>		
17/12/2008	\$466	45
MADE AVAILABLE/CHANGE CONTROL		
Office Use Only		

Lot 269EF

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 *11105* folio *815*

Estate and Interest: (eg "all my estate in fee simple")

all its estate and interest in fee simple

Consideration:

\$142,000.00

Transferor: (full name)

**LYNDALE & BLACK PTY LTD ACN 004 289 221**

Transferee: (full name and address including postcode)

**QUE ONE HOMES PTY LTD ACN 101 964 774** of 13 Wattle Park Street, Caroline Springs VIC 3023

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

## COVENANTS

The transferee for himself, his executors, administrators and transferees to the intent that the burden of the covenants below shall run with and bind the land hereby transferred ("burdened land") covenants with the transferor and the registered proprietors for the time being of every lot (other than the burdened land) in plan of subdivision PS614387Y ("plan") other than lot 1240 on the plan ("dominant lands") whether the lots are transferred by the transferor before or after the burdened land, to the intent that the said covenants may be enforceable by the transferor and such persons as part of or for the purpose of effecting a general building scheme affecting all the dominant lands:

Continued on T2 Page2.

Approval No. 352078A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

**T2**



Signed

Cust. Code:

Original Land Transfer  
Stamped with \$3,590.00  
Doc ID 2413131, 17 Dec 2008  
SRO Victoria Duty, RXK2

Reliable Legal Precedents Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

**1 DWELLING AND CONSTRUCTION WORKS**

- 1.1 not to build more than one dwelling-house on the burdened land without the written consent of the transferor or Delfin Management Services Pty Ltd ACN 000 228 820 ('Delfin');
- 1.2 not to build a 'granny-flat' on the burdened land without the written consent of the transferor or Delfin;
- 1.3 not to subdivide the burdened land without the written consent of the transferor or Delfin;
- 1.4 not to build a dwelling-house or any other improvements, or carry out any building or construction works on the burdened land unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferor or Delfin and Delfin has given its approval to the plans prior to the commencement of building works;
- 1.5 not to carry out any siteworks, excavation, filling or construct any fencing or retaining walls on the burdened land without the prior written consent of the transferor or Delfin;
- 1.6 not to delay or permit to be delayed the commencement or completion of any works that have been approved by the transferor or Delfin;
- 1.7 not to vary or allow any variation to any works that have been approved by the transferor or Delfin;

**2 EXTERNAL STRUCTURES**

- 2.1 not to erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the transferor or Delfin;
- 2.2 not to erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the transferor or Delfin; and

Dated: 10th December 2008

**AG253768W**



**Execution and attestation**

**SIGNED** by **LYNDALE & BLACK PTY LTD** by its )  
duly appointed Attorney Vanessa Carolyn )  
Normandin who certifies that she has received no )  
notice of revocation of the Power of Attorney )  
dated 13 February 2008 in the presence of: )

Witness

W Moore

DIRECTOR x

SECRETARY x

Approval No. 352078A

**T2 Page 2**



Reliable Legal Precedents Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010


cse sjb 118871-73447 csed4

# ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 10/12/08 between  
**LYNDALE & BLACK PTY LTD ACN 004 289 221** and **QUE ONE**  
**HOMES PTY LTD ACN 101 964 774**

<b>Privacy Collection Statement</b>	
The information from this form is collected under statutory authority	
an	
me	<b>AG253768W</b>
re	17/12/2008 \$466 45
Vi	



Signatures of the parties

Vendor x

*[Handwritten signature]*

## Panel Heading

Creation and/or Reservation and/or Covenant

### 3 USE OF PROPERTY

3.1 not to use the burdened land or any part thereof for any purpose other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by the transferor or Delfin.

The covenants in this transfer shall cease to apply to or affect the burdened land on 1 January 2023.

Execution and attestation

EXECUTED by QUE ONE HOMES PTY LTD in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by being signed by )  
authorised persons: )

X *[Handwritten signature]*  
Sole Director and Company Secretary

X DARREN VELLA  
Full name

X 13 Duttie Park Street, Caroline Springs 3023  
Usual address

\*Director/secretary \*Delete whichever is  
inapplicable

Full name

Usual address

Approval No: 352078A

# A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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Document Type	<b>Instrument</b>
Document Identification	<b>AH352397V</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>29/09/2025 17:06</b>

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# MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958

Lodged by:

Name: **PERPETUAL**  
*M 37181*

Pr The colle and i main regis Victo	<b>AH352397V</b> 09/07/2010 \$100.10 74 
---	---

Branch: 833 Collins Street  
Melbourne 3000

Customer Code: *13A Tel:*

MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this mortgage.

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in No. AA816 and any further provisions endorsed on or annexed to this mortgage are incorporated in this mortgage. The mortgagor acknowledges having received a copy of the Memorandum of Common Provisions prior to executing this mortgage.

Land: (Title) Volume 11105 Folio 815

Estate and interest being mortgaged :

The mortgagor's estate and interest in fee simple

Mortgagor: (Full name) **JAMES MICHAEL FENECH**

Mortgagee:

Australia and New Zealand Banking Group Limited ABN 11 005 357 522  
of Level 4, 833 Collins Street, Melbourne (Ref.: Doc. No. WF000006924503)

Date of this mortgage: *02 / 06 / 2010*

Execution and attestation:

SIGNED by

**JAMES MICHAEL FENECH**

in the presence of:

*Colin Walsh*

(signature of witness)

(name) *Colin Walsh*

(address) *35 Bourke St ALTONA NORTH VIC 3025*

SIGNED by

in the presence of:

(signature of witness)

(name)

(address)

EXECUTED by the  
Mortgagor being signed by  
those persons who are  
authorised to sign for the  
Company:

Director .....

Name (printed) .....

Address .....

Secretary/Director\*

(\*Delete as applicable)

Name (printed) .....

Address .....

Approval No.  
6510810A

**ORDER TO REGISTER**

**STAMP DUTY USE ONLY**

**M**



Please register and issue documents to  
(insert details of documents and to whom they  
are to issue)

Signed

Cust. Code:

Firm's name

Form S3/283  
12/09

**THE BACK OF THIS FORM MUST NOT BE USED**  
Land Registry, 570 Bourke Street, Melbourne, 3000. Phone 8636-2010

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref.:

Customer Code:

## Privacy Collection Statement

The information from statutory authority is maintained publicly indexes in the Victorian

**AH352396X**

09/07/2010

\$122

45NM



MADE AVAILABLE

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 and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 11105 Folio 815

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

All my estate in fee simple

Consideration:

Pursuant to a breakdown of a bona fide domestic relationship

Transferor: (full name)

JAMES MICHAEL FENECH and ALYCIA JANE RUSSELL

Transferee: (full name and address including postcode)

JAMES MICHAEL FENECH  
of 26 Goodenia Way, Caroline Springs, Vic, 3023

Directing Party: (full name)

NIL

Dated:

16/06/2010

Execution and attestation:

SIGNED by the said JAMES MICHAEL FENECH in the presence of:

Witness

SIGNED by the said ALYCIA JANE RUSSELL in the presence of:

Witness

Approval No. 18170911L

ORDER TO REGISTER

Please register and issue title to

**T1**



Signed

Cust. Code:

STAMP DUTY USE ONLY

Original Land Transfer  
Exempt Section 44-1  
Doc ID 2595134, 16 Jun 2010  
SRO Victoria Duty, TXRO

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

## LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

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

Issue date: 06/10/2025

Your Reference: 78252285-016-4

Rate updates (03) 9747 7333

Assessment Number: 514935

Certificate No: 138322

#### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

#### Property Location: 26 Goodenia Way CAROLINE SPRINGS 3023

Title: LOT: 269 PS: 614387Y V/F: 11105/815

Ward: LAKE CAROLINE

AVPCC: 110 Detached Dwelling

Capital Improved Value: \$670,000 Site Value: \$435,000 Net Annual Value: \$33,500

Effective Date: 01/07/2025 Base Date: 01/01/2025

#### 1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2025	\$1,417.59
Municipal Charge Date Levied 01/07/2025	\$189.00
Waste Service E Date Levied 01/07/2025	\$308.00
Residential ESVF Fixed Charge Date Levied 01/07/2025	\$136.00
Residential ESVF Variable Charge Date Levied 01/07/2025	\$115.91
<b>Current Rates Levied:</b>	<b>\$2,166.50</b>
Rate Arrears to 30/06/2025:	\$3,657.58
Interest to 19/08/2025:	\$45.34
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Rates &amp; Charges Due:</b>	<b>\$5,869.42</b>
<b>Additional Monies Owed:</b>	
<b>Total Due:</b>	<b>\$5,869.42</b>

**Council strongly recommends that an update be sought prior to settlement for additional payments and interest, as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;

30 September, 30 November, 28 February and 31 May

\*If there is a Rebate amount of -\$406.00 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

#### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**



A vibrant, safe and liveable  
City accessible to all

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



Assessment Number: 514935      Certificate Number: 138322

### 3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 2018 should be directed to the Melton City Council's Building Section on 9747 7275.

### 4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, 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.

### 5. 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, Local Government Act 2020 or under a Local Law of the Council.

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

### 6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

### 7. SETTLEMENT PAYMENT VIA BPAY:



**Biller code** 747998  
**Reference Number** 514935  
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

Authorised Officer

LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**

78252285-026-3

**Statement number**

6507587168

**Date of Issue** 29 Sep 2025**Total amount**

**\$3,043.03**

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** 26 GOODENIA WAY, CAROLINE SPRINGS VIC 3023

**Property number** 8597830000

**Lot on Plan** 269\PS614387

**Comments**

### Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **78088000005**

Go to **bpay.com.au**

@Registered to BPAY  
Pvt Ltd

ABN 69 079 137 518



**Post Billpay**

**Australia Post**

Billpay code: **0362**

Ref: **0780 8800 0006**

Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 078088000006

# 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
<b>Total annual charges</b>	<b>\$737.04</b>		<b>\$185.76</b>	<b>\$185.76</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$912.41
Volumetric charges owing to 12/09/2025	\$1,393.58
Adjustments	\$0.00
<b>Total charges and adjustment</b>	<b>\$2,491.75</b>

## Outstanding charges

Current balance	\$2,491.75
Plus remainder service charges to be billed	\$551.28

**Total charges** **\$3,043.03**

## Volumetric Charges

Please note the water meter on this property was last read on 12/09/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 12/09/2025 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 \$3.04 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.

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-[www.com.au/information-statements](http://www.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

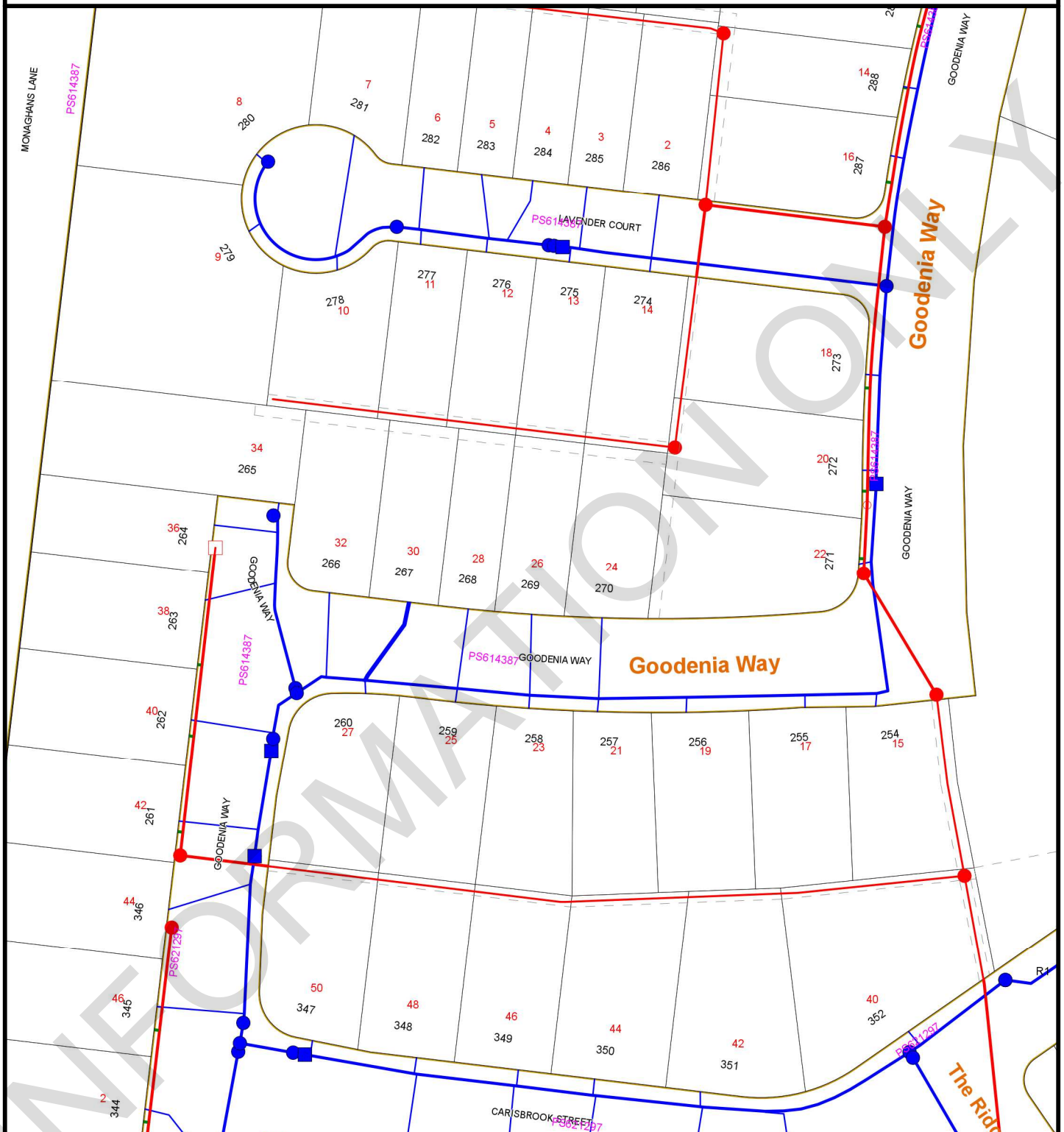
# INFORMATION STATEMENT PLOT

Address :

**26 GOODENIA WAY CAROLINE SPRINGS VIC 3023**

Reference :

**PID000387958**



Scale 1:1000  
Printed on : 29/09/2025

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



Greater Western Water  
36 Macedon St,  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

— Water Potable  
— Water Recycled  
— Sewer Main  
— Abandoned Main

● Maintenance Shaft  
□ Inspection Shaft  
● Node / Valve  
■ Hydrant



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.

# Property Clearance Certificate

## Land Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255538
Certificate No:	93446132
Issue Date:	29 SEP 2025
Enquiries:	ESYSPROD

Land Address:	26 GOODENIA WAY CAROLINE SPRINGS VIC 3023
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36856716	269	614387	11105	815	\$0.00

Vendor: JAMES FENECH  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
JAMES MICHAEL FENECH	2025	\$400,000	\$0.00	\$0.00


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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$650,000
SITE VALUE (SV):	\$400,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 93446132

## 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 = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus ( \$400,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

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

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93446132

### 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](http://www.bpay.com.au)

### CARD



Ref: 93446132

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255538
Certificate No:	93446132
Issue Date:	29 SEP 2025
Enquires:	ESYSPROD

Land Address: 26 GOODENIA WAY CAROLINE SPRINGS VIC 3023					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
36856716	269	614387	11105	815	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$650,000
SITE VALUE:	\$400,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93446132

## 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](http://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 / MMH LAWYERS PTY LTD

Your Reference:	255538
Certificate No:	93446132
Issue Date:	29 SEP 2025

Land Address: 26 GOODENIA WAY CAROLINE SPRINGS VIC 3023

Lot	Plan	Volume	Folio
269	614387	11105	815

Vendor: JAMES FENECH  
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.

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 93446132

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p> Biller Code: 416073 Ref: 93446136</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p> Ref: 93446136</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Contact Name Paul Smith  
Telephone 13 21 61  
Facsimile 03 9628 6853  
Your Ref: 78252285-013-3

01 October 2025

**MMH Lawyers Pty Ltd**

c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**26 Goodenia Way, Caroline Springs (Volume 11105 Folio 815) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 29 September 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

*Paul Smith*

**Paul Smith**  
Customer Service Officer  
Land Revenue Administration

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

MMH Lawyers Pty Ltd C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 366566

NO PROPOSALS. As at the 29th September 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

26 GOODENIA WAY, CAROLINE SPRINGS 3023  
CITY OF MELTON

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

Date of issue: 29th September 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78252285 - 78252285170412 '366566'

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 October 2025 11:25 AM

## PROPERTY DETAILS

Address: **26 GOODENIA WAY CAROLINE SPRINGS 3023**

Lot and Plan Number: **Lot 269 PS614387**

Standard Parcel Identifier (SPI): **269\PS614387**

Local Government Area (Council): **MELTON**

Council Property Number: **514935**

Planning Scheme: **Melton**

Directory Reference: **Melway 356 E8**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## 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: **KOROROIT**

OTHER

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

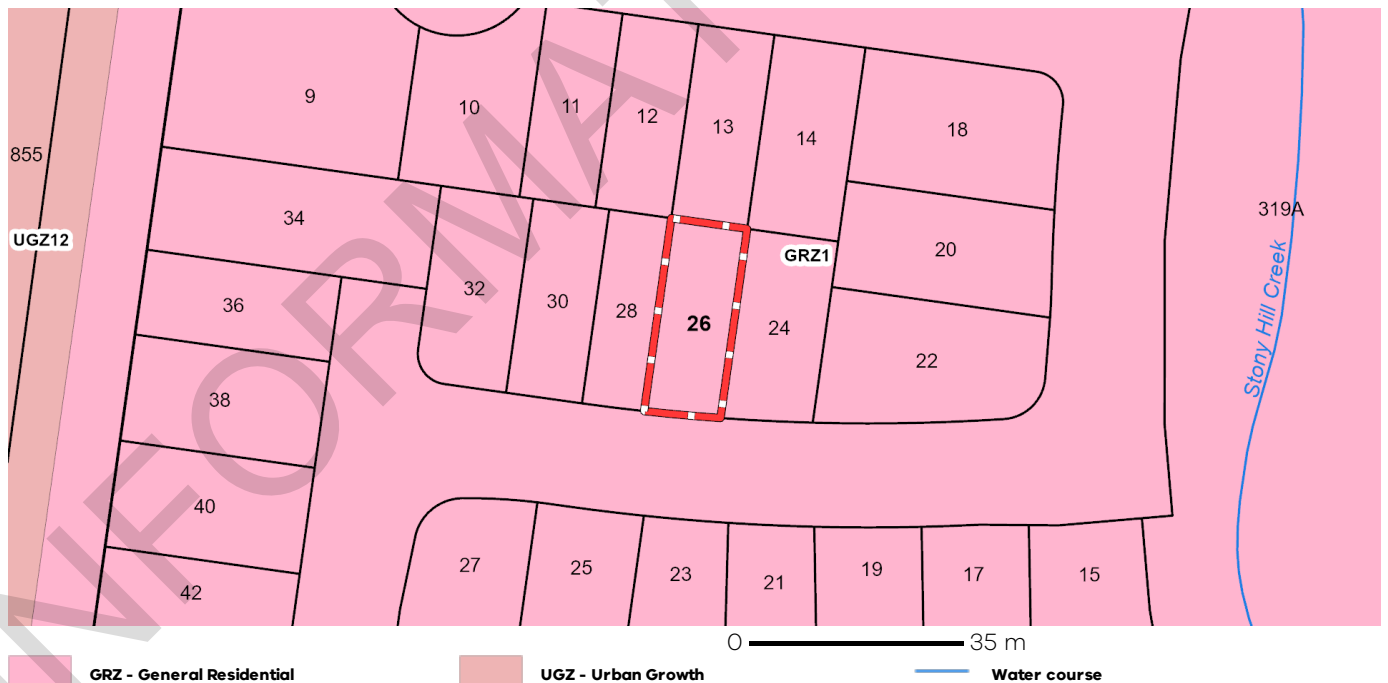
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

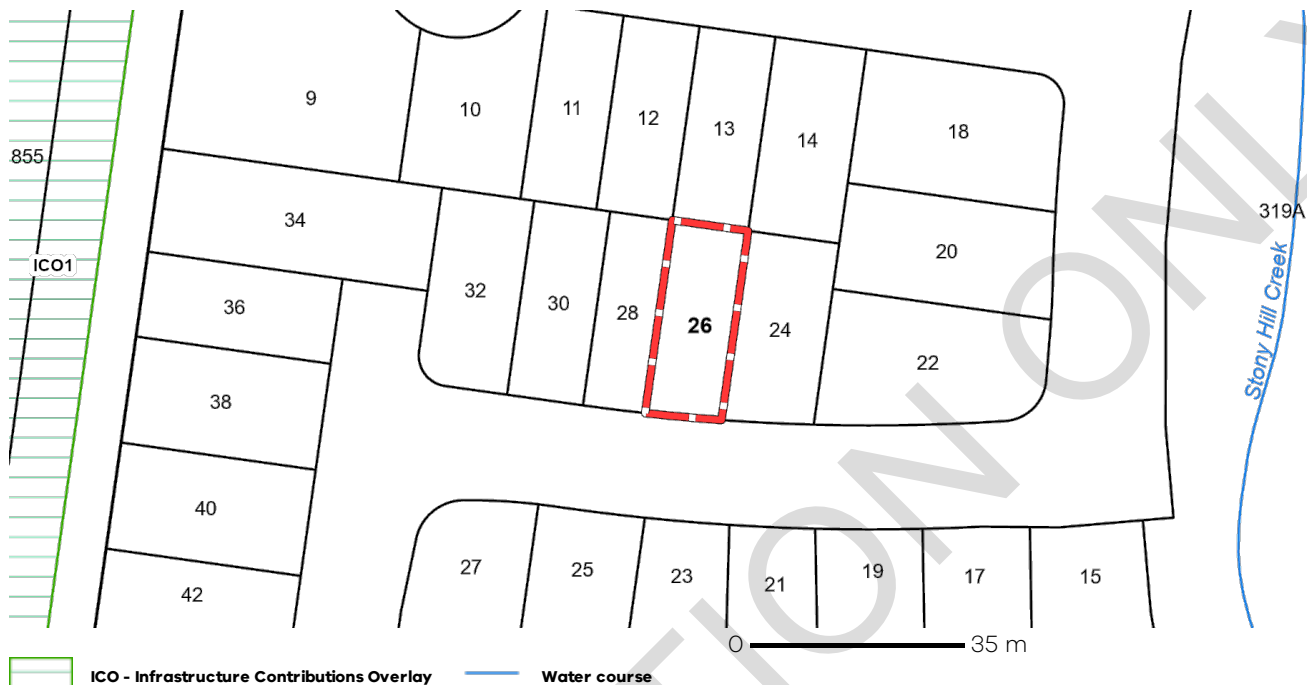
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

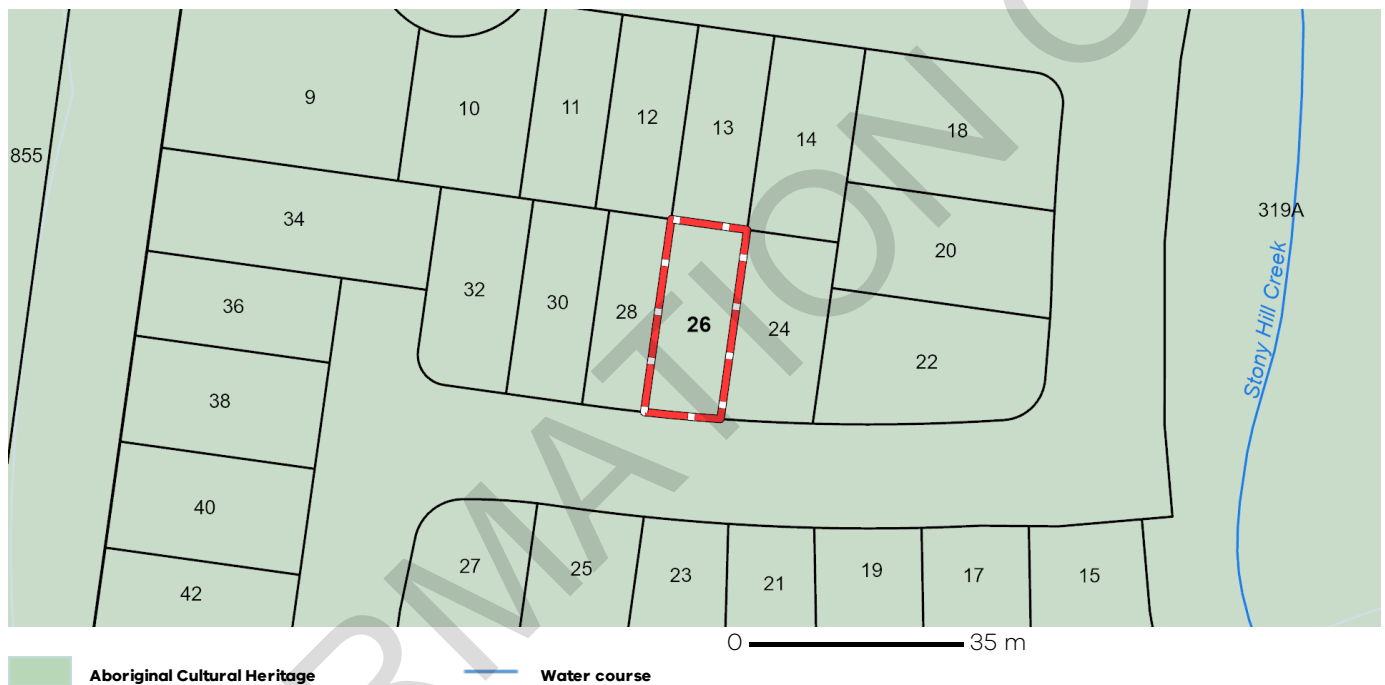
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 25 September 2025.

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

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

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

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

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

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

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

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

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

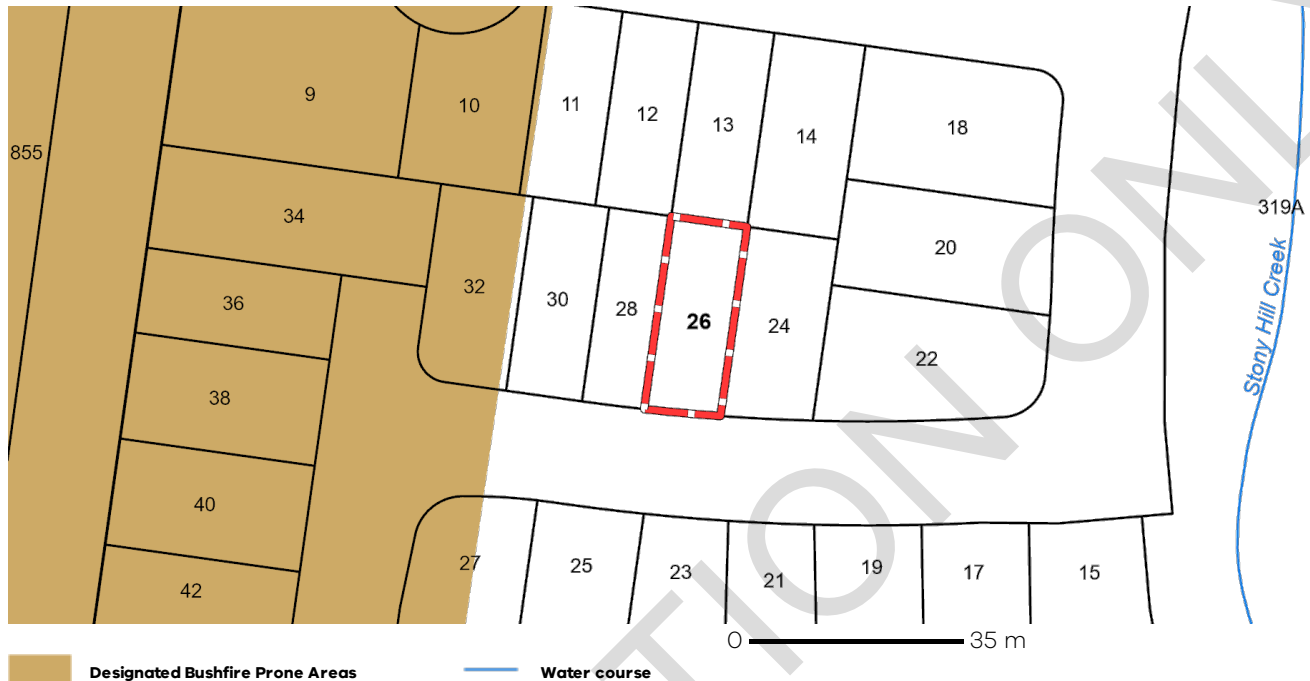
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

# PROPERTY REPORT

Created at 01 October 2025 11:25 AM

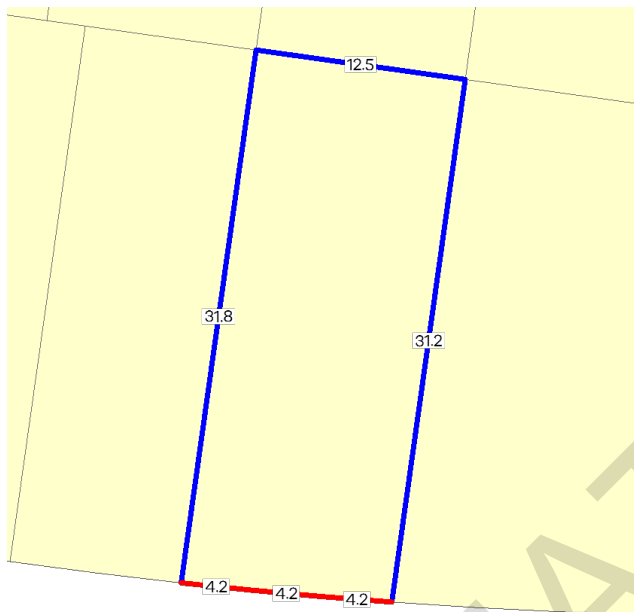
## PROPERTY DETAILS

Address: **26 GOODENIA WAY CAROLINE SPRINGS 3023**  
Lot and Plan Number: **Lot 269 PS614387**  
Standard Parcel Identifier (SPI): **269\PS614387**  
Local Government Area (Council): **MELTON**  
Council Property Number: **514935**  
Directory Reference: **Melway 356 E8**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 395 sq. m

**Perimeter:** 88 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: **KOROROIT**

## 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



# 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.

## 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.

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