Docusign Envelope ID: 694FC7C9-7B0F-40D7-8DFB-A1E418D6A527

WALSH Conveyancing

Section 32 Vendor/s Statement

&

Contract of Sale of Land

Property:

32 Montrose Avenue, Somerville VIC 3912

Walsh Conveyancing
6D Eramosa Road East
SOMERVILLE VIC 3912
Tel: 03 5977 5111
PO Box 139, Somerville VIC 3912
Ref: RB:24/4272

Docusign Envelope ID: 694FC7C9-7B0F-40D7-8DFB-A1E418D6A527

Vendor/s 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	32 MONTROSE AVENUE, SOMERVILLE VIC 3912

Vendor's name	Todd William Donaldson	Date / /
Vendor's signature	Signed by: A3A71BD1BF19437...	8/1/2026

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: $3,500.00

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

$0.00	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	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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 document/s

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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)

Docusign Envelope ID: 694FC7C9-7B0F-40D7-8DFB-A1E418D6A527

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

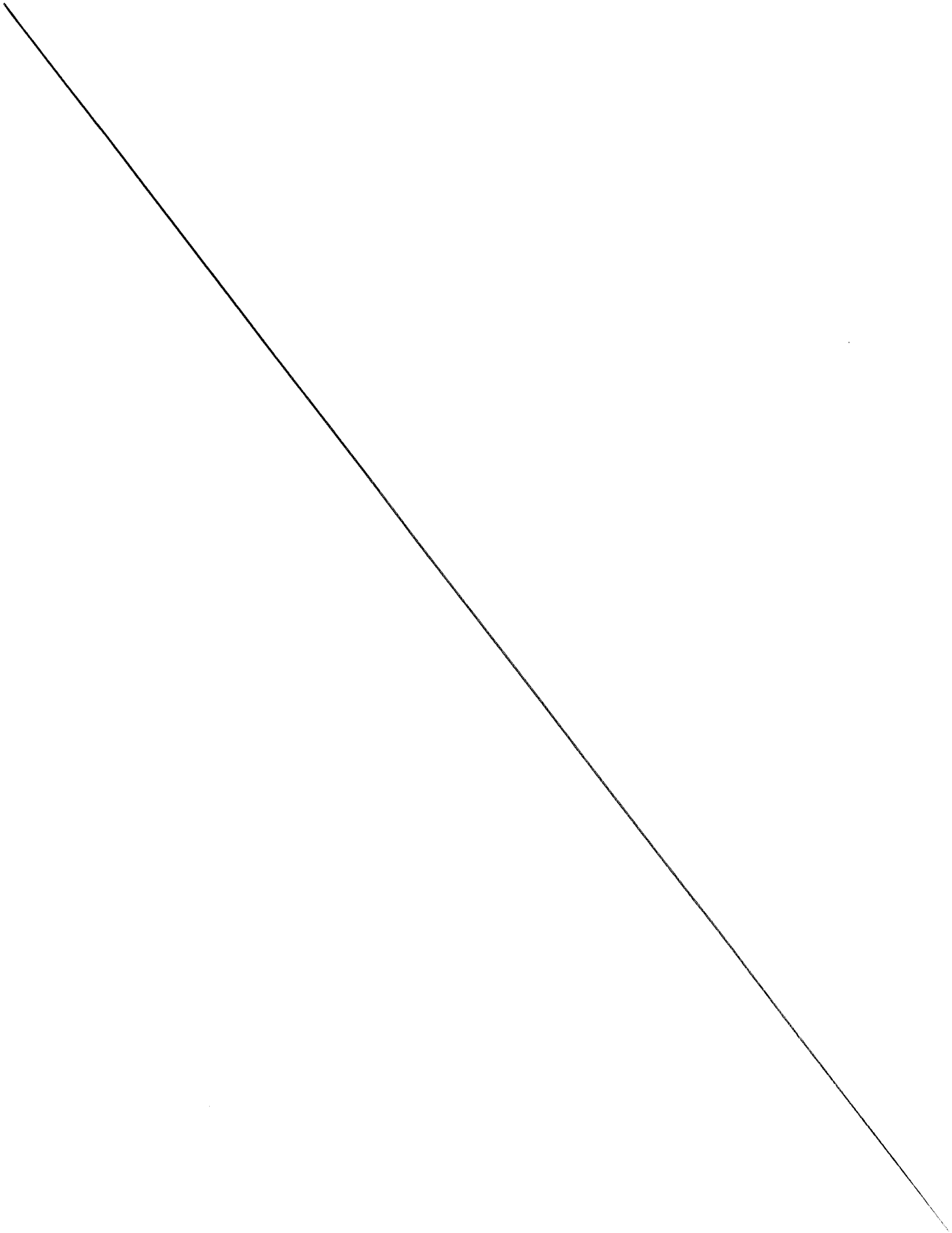
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 09407 FOLIO 745

Security no : 124131153535N
Produced 07/01/2026 10:24 AM

LAND DESCRIPTION

Lot 44 on Plan of Subdivision 135295.
PARENT TITLE Volume 09366 Folio 915
Created by instrument LP135295 17/02/1981

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TODD WILLIAM DONALDSON of 32 MONTROSE AVENUE SOMERVILLE VIC 3912
AL432448B 20/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV772921Q 23/06/2022
PERPETUAL TRUSTEE COMPANY LTD

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

DIAGRAM LOCATION

SEE LP135295 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: 32 MONTROSE AVENUE SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 23/06/2022

DOCUMENT END

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Document Identification	**LP135295**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**07/01/2026 10:24**

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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 58 PARISH OF MOOROODUC

COUNTY OF MORNINGTON

VOL 9366 FOL 915

MEASUREMENTS ARE IN METRES

LP135295

EDITION 2

PLAN APPROVED

6-1-1981

5 SHEETS
SHEET 1

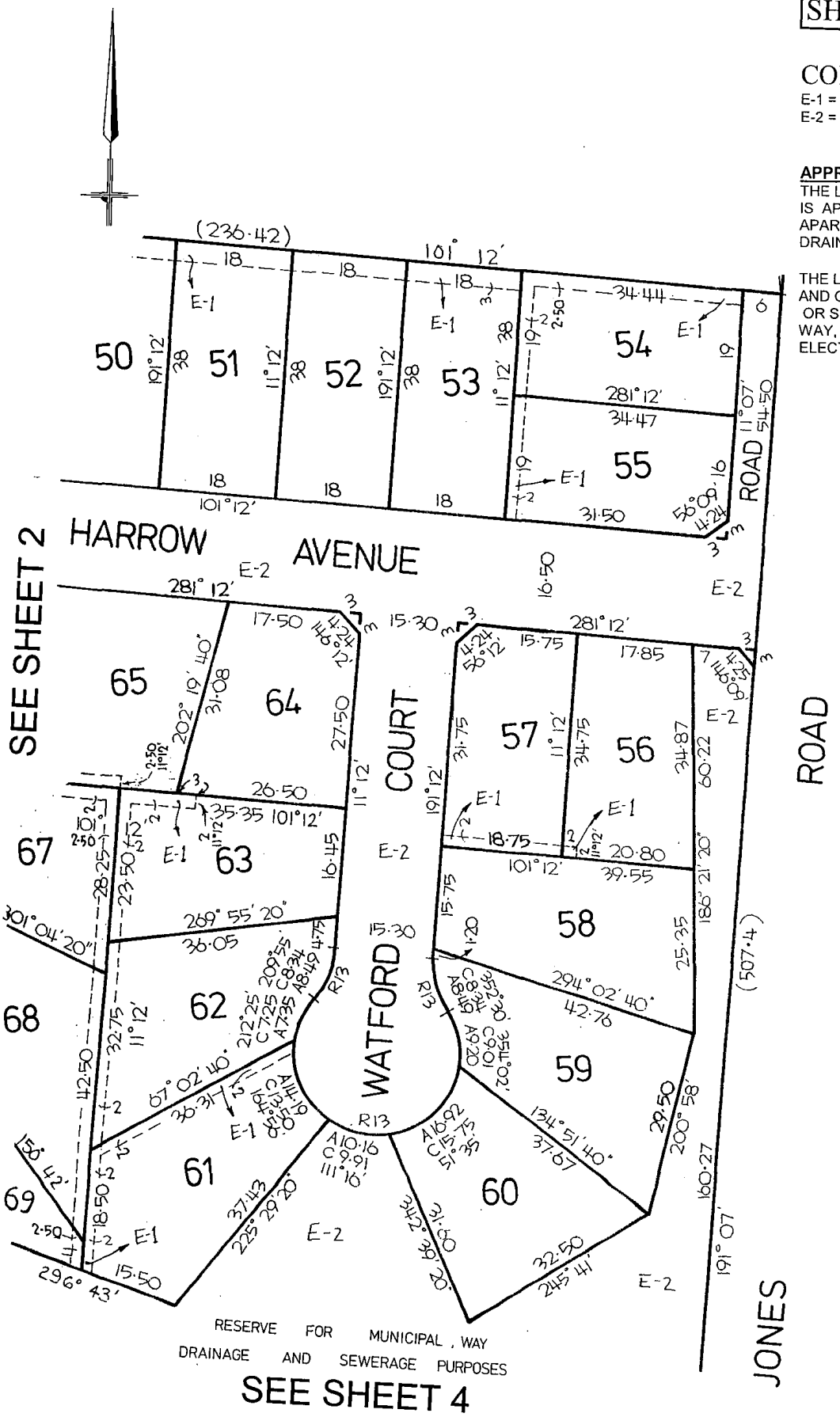
COLOUR CODE

E-1 = BLUE
E-2 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

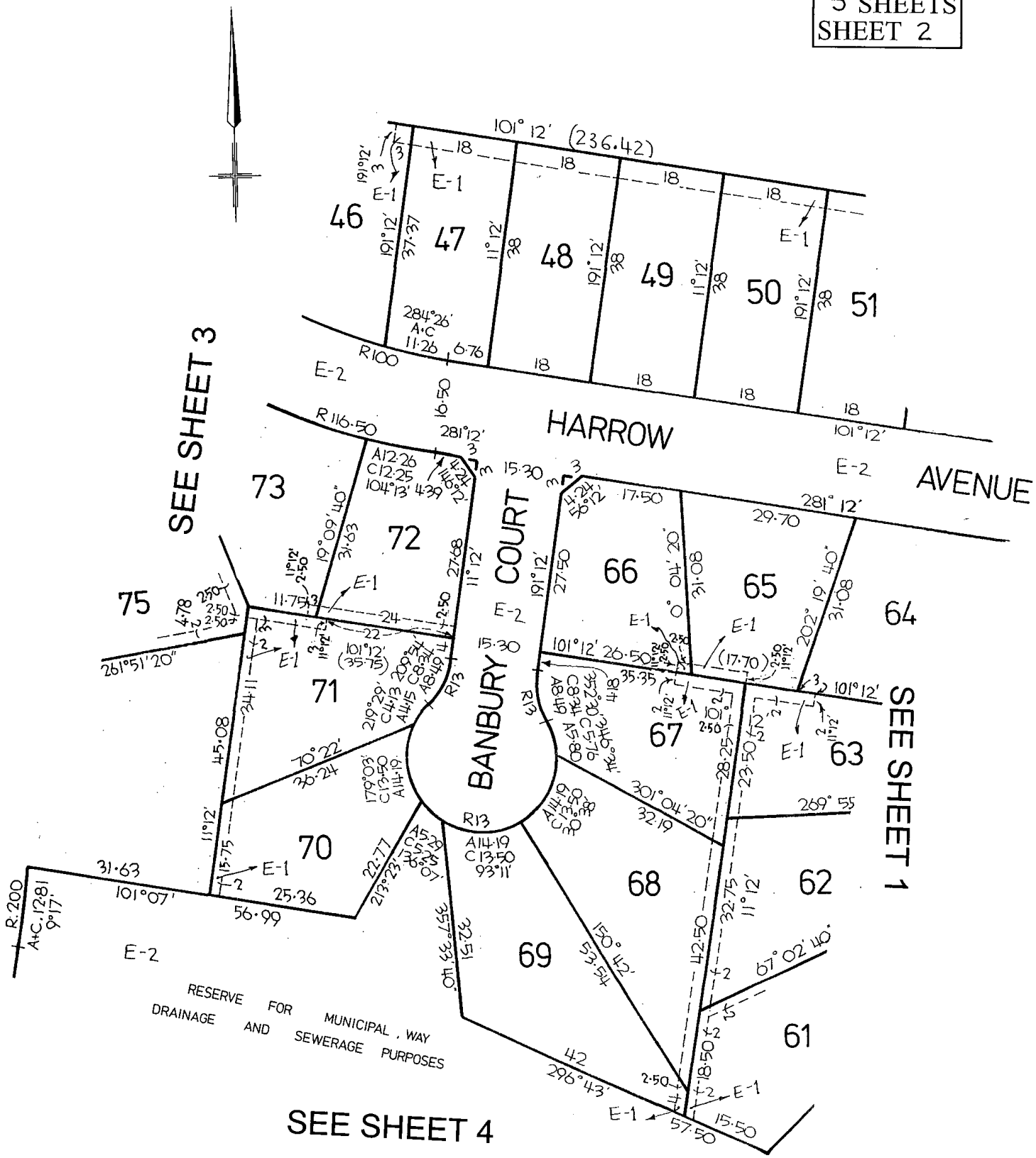
THE LAND COLOURED BROWN AND GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY, DRAINAGE, SEWERAGE AND ELECTRICITY SUPPLY



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LP135295

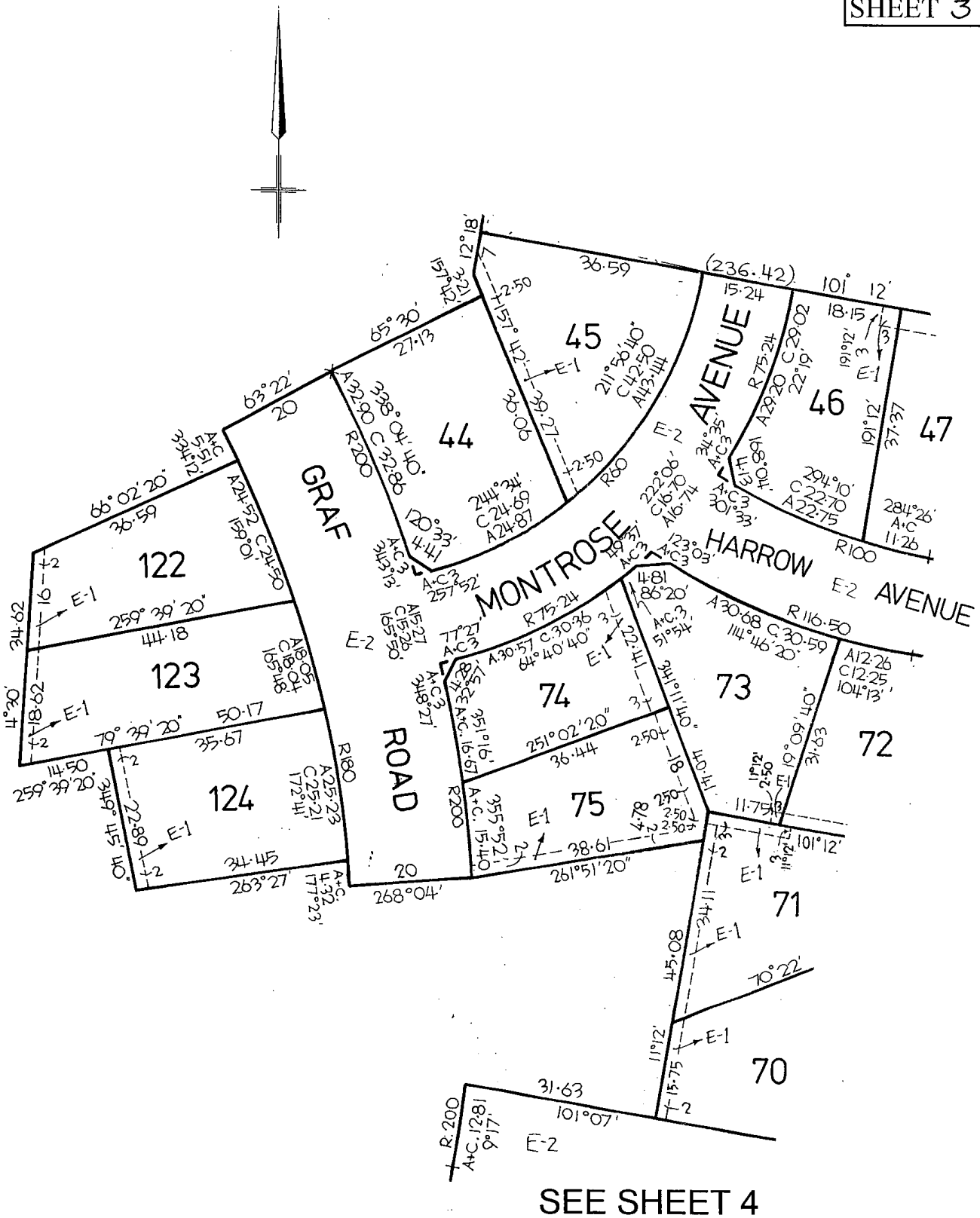
5 SHEETS
SHEET 2

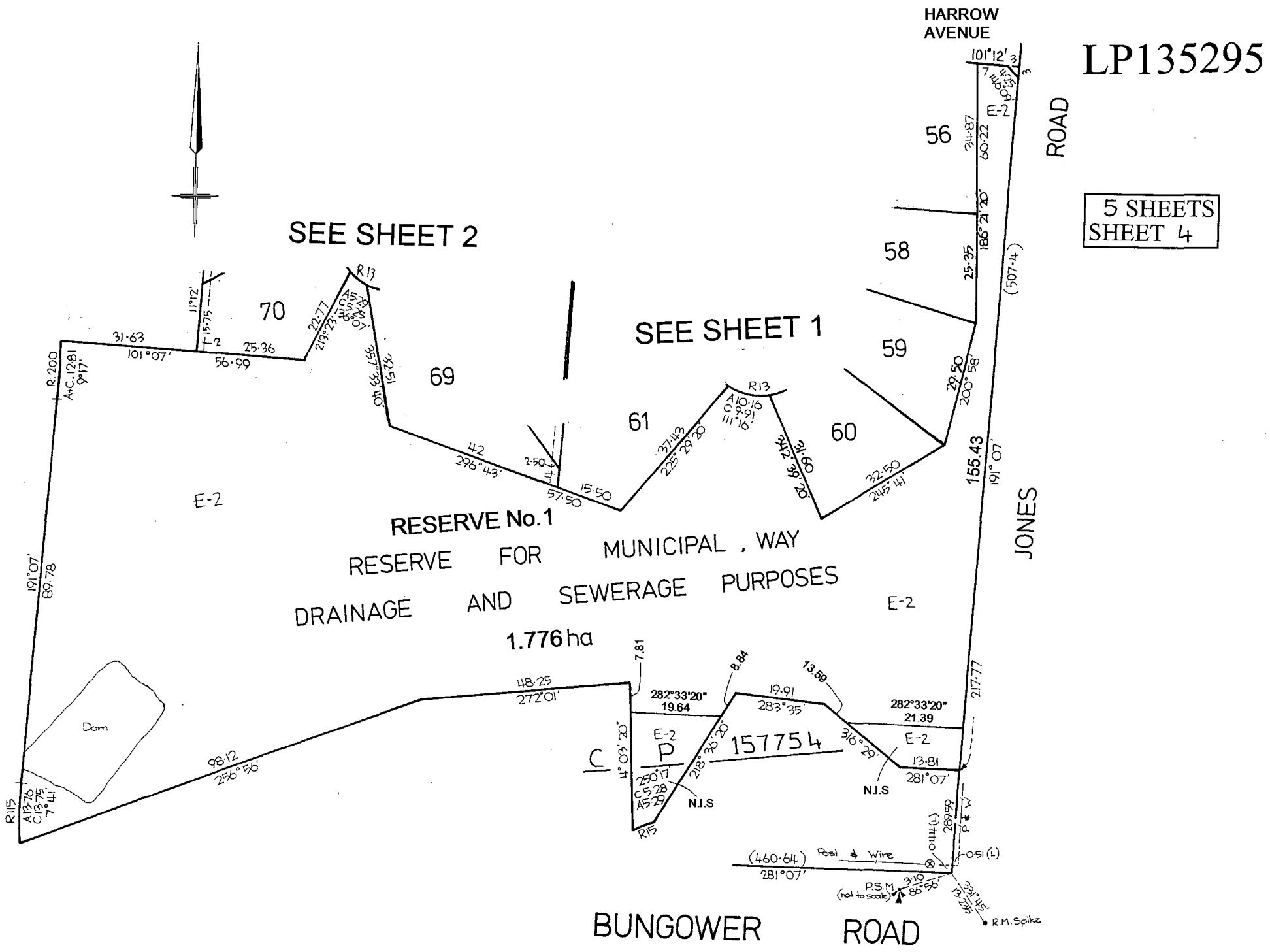


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LP135295

5 SHEETS
SHEET 3





LP135295

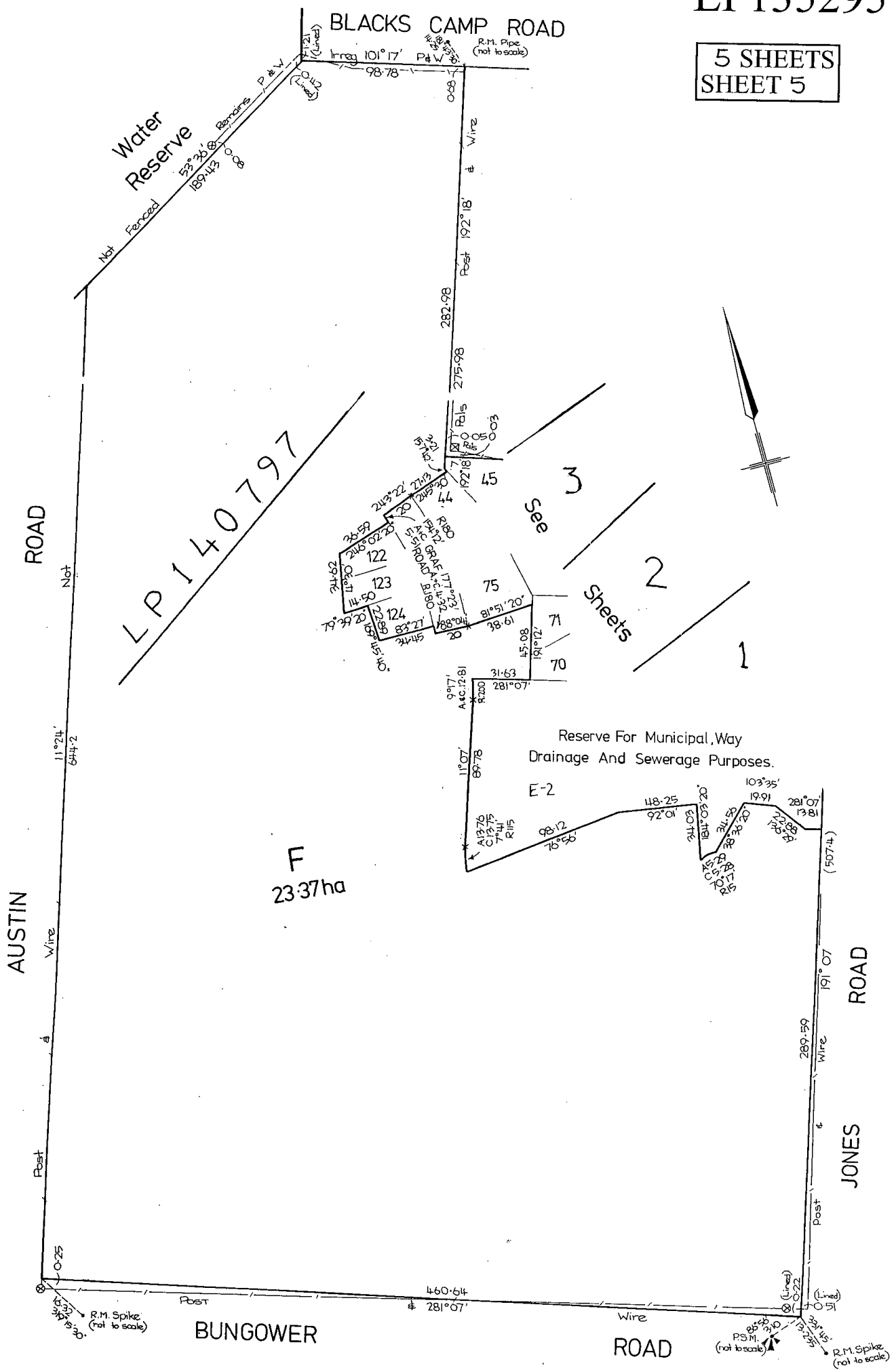
5 SHEETS
SHEET 4

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LP135295

5 SHEETS
SHEET 5



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 135295

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
RESERVE		EXCISED	LGD 4213	11/11/93	2	AD

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Mornington Peninsula Shire

Rates and Valuation Notice 2025–26

RN 2025

Website mornpen.vic.gov.au
Call us 1300 850 600 *(local call, fees apply)*
Post Private Bag 1000, Besgrove Street, Rosebud 3939
ABN 53 159 890 143

032-3912 (24704)

T W Donaldson
32 Montrose Avenue
SOMERVILLE VIC 3912

PAID 24/9/25

OWE BALANCE

Property number	92752
Total amount due	$4,303.85
Arrears (due immediately)	$2,203.45
Current payable	$4,303.85 15/02/2026

Property details

32 Montrose Avenue SOMERVILLE VICTORIA 3912
Lot 44 LP 135295 Vol 9407 Fol 745

Land Site Value: $610,000
Capital improved value $965,000
Net annual value $48,250
AVPCC 110 - Dwelling

Financial details

Opening Balance	$2,203.45
Residential Improved Rate (0.001414 x CIV)	$1,364.50
Waste Service Charge	$433.00
Total Shire rates and charges	**$4,000.95**
ESVF Residential Fixed	$136.00
ESVF Residential Variable (0.000173 x CIV)	$166.90
Total State Government ESVF	**$302.90**
Balance due	**$4,303.85**

Instalments

1st	$2,728.85	Due 30/09/2025
2nd	$525.00	Due 30/11/2025
3rd	$525.00	Due 28/02/2026
4th	$525.00	Due 31/05/2026

Key dates

Date of issue	29/08/2025
Date of declaration	17/06/2025
Date of valuation	01/01/2025

ezyBILL

Get your rates notice via email.
mornpen.ezybill.com.au
The rating year:
01/07/2025 to 30/06/2026.

Property owners:
T W Donaldson

Pay with Card or Bank

New

Scan the QR or pay in full or chooose from flexible weekly, fortnightly or monthly instalments. You can also pay online at **pay.mornpen.vic.gov.au**

- Helpful reminders.
- Card or bank payments.
- See your balance.

Powered by Payble

VISA DIRECT Debit

Post Billpay Biller code: **3653** Ref no: 2200927529

*3653 2200927529

BPAY Biller code: **20537** Ref no: 2200927529

BPAY® this payment via online or phone banking. **We've issued a new BPAY® reference number for your property. Please use it and disregard previous details.**

2025-26 waste voucher Non-transferable. Expiry: **30/09/2026** MOR25IXDP101116712

2025-26 waste voucher Non-transferable. Expiry: **30/09/2026** MOR25UO0H101116710

2025-26 waste voucher Non-transferable. Expiry: **30/09/2026** MOR25AP4T001116713

2025-26 waste voucher Non-transferable. Expiry: **30/09/2026** MOR25VWLR001116711

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Walsh Conveyancing C/- Triconvey
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 44 32 MONTROSE AVENUE
SOMERVILLE 3912
44 LP 135295

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01867/27	LANDATA CER 79268695-026-6	07 JANUARY 2026	51133387

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/01/2026 to 31/03/2026	$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	$31.25
(b) By South East Water		
Water Service Charge	01/01/2026 to 31/03/2026	$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	$100.41
Subtotal Service Charges		$176.08
Usage Charges*	Billed until 5/12/2025	$158.95
Arrears		$176.05
TOTAL UNPAID BALANCE		$511.08

- The meter at the property was last read on 05/12/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$1.59 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update**

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ASSET INFORMATION - SEWER & DRAINAGE

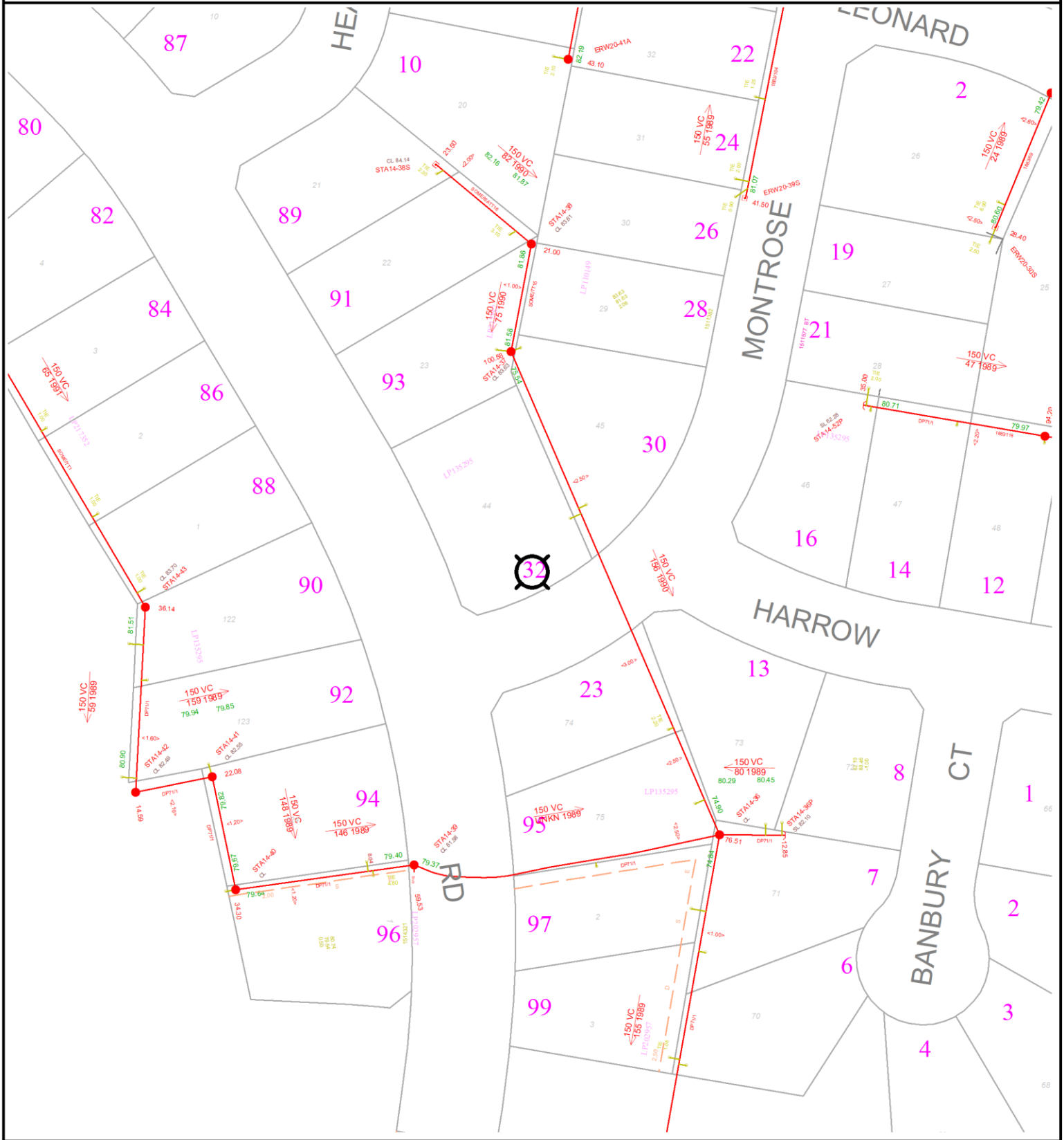
South East Water

Property: Lot 44 32 MONTROSE AVENUE SOMERVILLE 3912

Case Number: 51133387

20 0 20 40
Scale in Metres

Date: 07JANUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Sewer Main & Property Connections
- 225 VC 280 MOR — Direction of Flow
- Maintenance Hole
- Abandoned Sewer
- Inspection Shaft
- <1.0> Offset from Boundary

Melbourne Water Assets

- Sewer Main
- Maintenance Hole
- Underground Drain
- Channel Drain
- Natural Waterway
- Underground Drain M.H.

ASSET INFORMATION - WATER

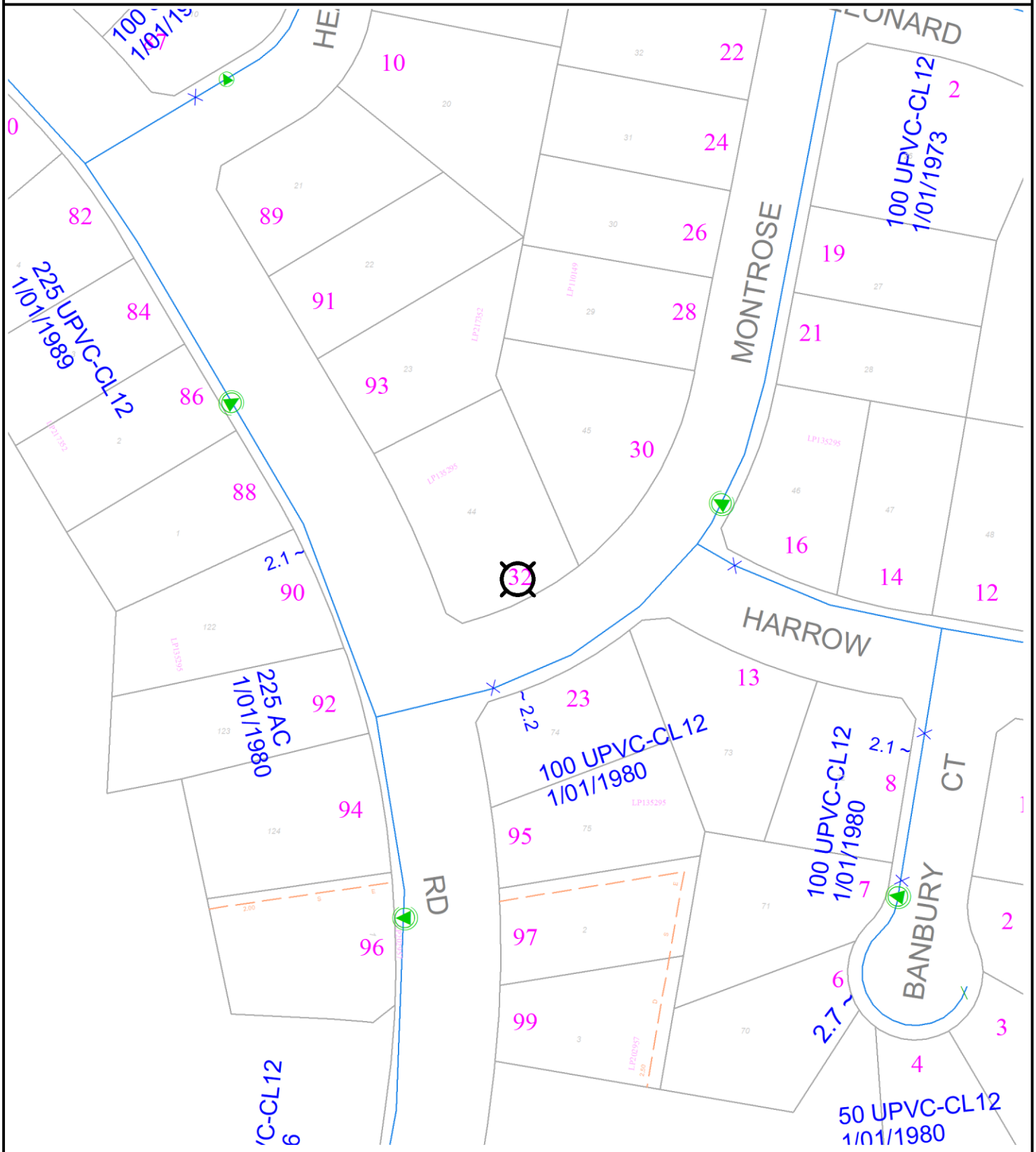
South East Water

Property: Lot 44 32 MONTROSE AVENUE SOMERVILLE 3912

Case Number: 51133387

Scale in Metres: 20 0 20 40

Date: 07JANUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

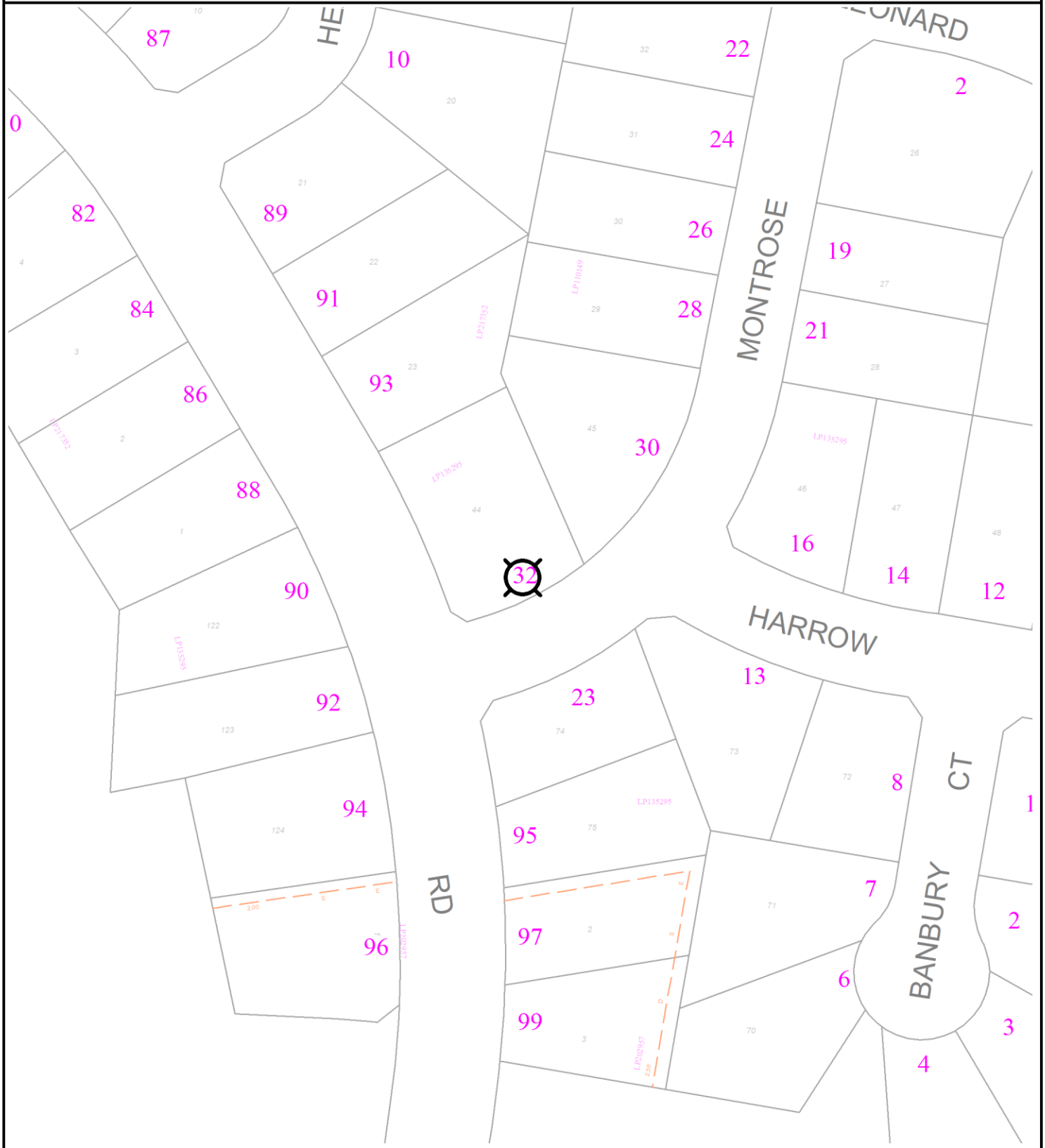
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 44 32 MONTROSE AVENUE SOMERVILLE 3912

Case Number: 51133387

20 0 20 40
Scale in Metres

Date: 07JANUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Property Clearance Certificate

Land Tax

INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4272
Certificate No:	94901389
Issue Date:	07 JAN 2026
Enquiries:	ESYSPROD

Land Address: 32 MONTROSE AVENUE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16372661	44	135295	9407	745	$0.00

Vendor: TODD DONALDSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TODD WILLIAM DONALDSON	2026	$610,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$965,000
SITE VALUE (SV):	$610,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94901389

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 = $2,310.00

Taxable Value = $610,000

Calculated as $2,250 plus ($610,000 - $600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $9,650.00

Taxable Value = $965,000

Calculated as $965,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94901389

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94901389

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4272
Certificate No:	94901389
Issue Date:	07 JAN 2026
Enquires:	ESYSPROD

Land Address:	32 MONTROSE AVENUE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16372661	44	135295	9407	745	$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:	$965,000
SITE VALUE:	$610,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94901389

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4272
Certificate No:	94901389
Issue Date:	07 JAN 2026

Land Address:	32 MONTROSE AVENUE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
44	135295	9407	745

Vendor: TODD DONALDSON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94901389

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 94901386

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94901386

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1211825

APPLICANT'S NAME & ADDRESS

WALSH CONVEYANCING C/- TRICONVEY (RESELLER) C/- LANDATA

MELBOURNE

VENDOR

DONALDSON, TODD WILLIAM

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

368657

This certificate is issued for:

LOT 44 PLAN LP135295 ALSO KNOWN AS 32 MONTROSE AVENUE SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:
MORNINGTON PENINSULA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C219morn

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

08 January 2026

Sonya Kilkenny
Minister for Planning

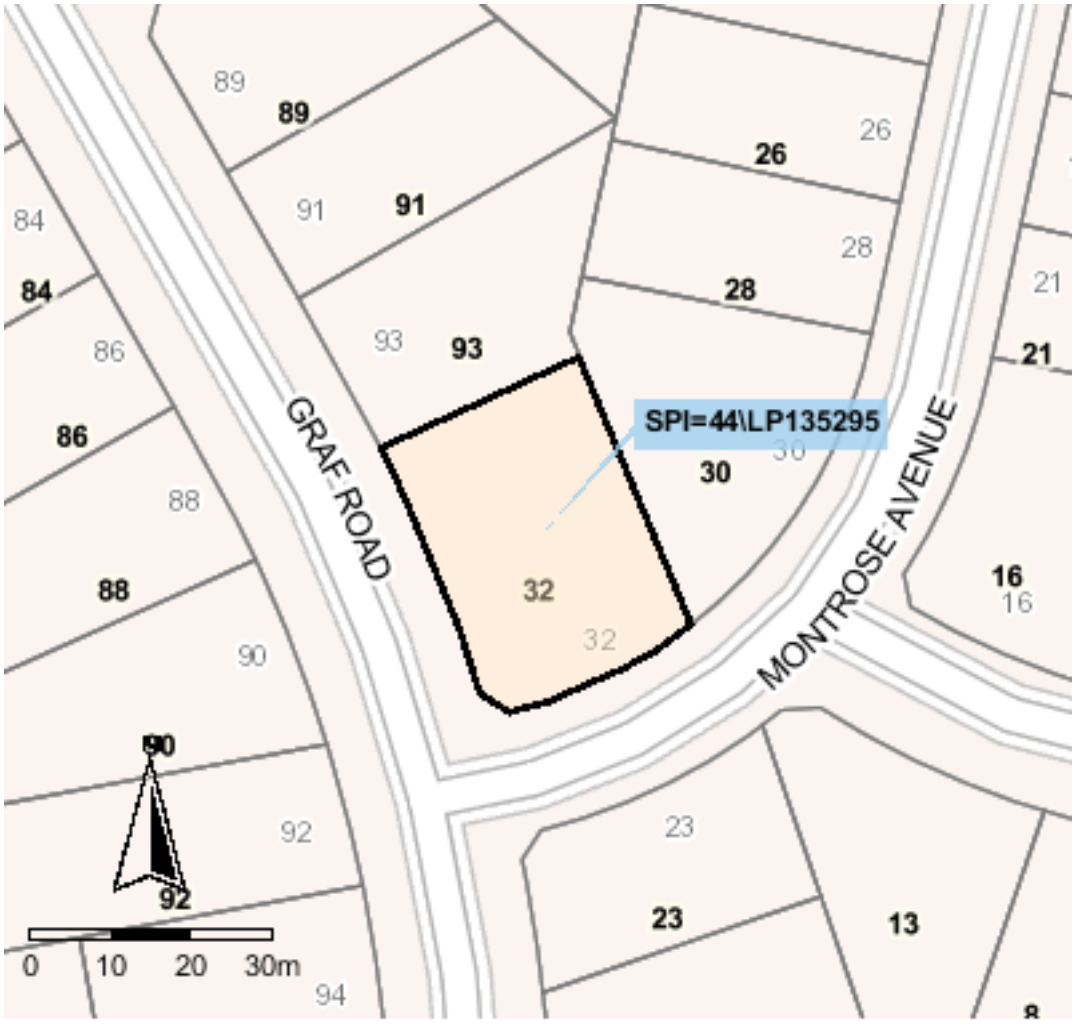
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

LOTSEARCH REFERENCE
LS114897 BR

REPORT DATE
07 Jan 2026 10:27:42

CLIENT ID
182924295

ADDRESS
32 MONTROSE AVENUE,
SOMERVILLE VIC 3912

SITE AREA
989m²

COUNCIL
Mornington Peninsula Shire

LOTSEARCH
ENVIRONMENTAL

LOT/PLAN
Lot 44, LP135295

Bushfire Risk Search

Disclaimer:
The purpose of this report is to provide a summary of publicly available bushfire information affecting the site as defined by the boundary shown on the maps within this report.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of bushfire risk at the site or the desirability or market value of the property or its features.
You should obtain independent advice from a suitably qualified consultant or advisor before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.
Natural hazard reporting and mapping by public authorities is constantly changing. This report is based on data listed in Report Datasets and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time
You should always seek an up-to-date report before relying on any of the content.

LOTSEARCH
ENVIRONMENTAL

Bushfire Risk Search

Bushfire Risk Summary

Bushfire is a major natural hazard in many parts of Australia. The existence of bushfire hazards at a site could have a range of potential site impacts, including:

- how land can be used or developed;
- requirements under planning and building regulations;
- availability and cost of insurance; and
- threats to human safety and biodiversity values.

This report provides information on the potential bushfire hazard for a site and its surrounding area. It can be used to assist with understanding bushfire risk. The search results are based upon the data supplied on the dates given in the 'Report Datasets' section of this report.



Bushfire Prone Areas

Is this site in a designated Bushfire Prone Area?
No

The nearest Bushfire Prone Area is **13m** from this site.



Bushfire History

Does the bushfire history data indicate that a bushfire has previously burnt this site?
No

The nearest recorded bushfire was over 500m from this site.

Next Steps

Additional planning requirements may apply for development that is on land designated as Bushfire Prone. Refer to the 'Further Information' section of this report for an explanation of the hazard area and links to important resources. You should consult a suitably qualified consultant or advisor for specific information about how the bushfire hazard(s) presented in this report affect your
particular circumstances.

LOTSEARCH REFERENCE
LS114897 BR

REPORT DATE
07 Jan 2026 10:27:42

CLIENT ID
182924295

ADDRESS
32 MONTROSE AVENUE, SOMERVILLE VIC 3912

SITE AREA
989m²

COUNCIL
Mornington Peninsula Shire

LOT/PLAN
Lot 44, LP135295

CUSTOMER SUPPORT

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au

LOTSEARCH ENVIRONMENTAL

Bushfire Risk Search

Further Information

What are Bushfire Prone Areas?

In Victoria, a Bushfire Prone Area (BPA) is an area where bushfire hazard has been identified and mapped under the *Building Act 1993* (Vic). Properties located in a designated BPA are subject to specific building regulation requirements, including building to a national bushfire construction standard (Building Code of Australia).

What is the Bushfire Management Overlay?

The Bushfire Management Overlay (BMO) is a planning control at Clause 44.06 of the Victoria Planning Provisions, in the Planning Scheme. It applies to land with very high and extreme bushfire hazards. All areas where the BMO applies are also designated BPAs. A planning permit is required for some types of development to ensure bushfire risk is considered and bushfire protection measures are in place.

Further Resources for Bushfire Prone Areas and the Bushfire Management Overlay

Please consult your local planning scheme and the following links for further information:

- Bushfire controls and preparing your property
- Clause 44.06 of the Victorian Planning Provisions

Bushfire Preparation and Survival Resources

The absence of a mapped area of bushfire hazard does not mean that the site or its surroundings are hazard-free. Whether your site is in a BPA or not, you should consider visiting the links below to further understand bushfire hazards:

- Country Fire Authority
- Bushfire Survival Plan

Bushfire Prone Areas

32 MONTROSE AVENUE, SOMERVILLE VIC 3912



Bushfire Prone Areas

Site Boundary

Search Radius - 500m

Property Boundary

Bushfire Management Overlay

Bushfire Management Overlay

Bushfire Management Overlay - Schedule 2

Bushfire Management Overlay - Schedule 1

Bushfire Management Overlay - Schedule 3

Out of State Coverage

Scale (m)

0 200 400 600

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2025

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

Bushfire History

32 MONTROSE AVENUE, SOMERVILLE VIC 3912



Site Boundary

Search Radius - 500m

Property Boundary

Area Burnt by Past Bushfire

Bushfire Boundaries

Out of State Coverage

Scale (m)

0 200 400 600

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2025

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

LOTSEARCH
ENVIRONMENTAL

Bushfire Risk Search

Report Datasets

Datasets used within this report, detailing their custodian and currency. Please note:

- Prescribed burns have been excluded from bushfire history datasets
- Bushfire history data from neighbouring states may be excluded

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Bushfire Prone Area	VIC Department of Energy, Environment and Climate Action	08/12/2025	10/07/2025	Monthly
Planning Scheme Overlay	VIC Department of Energy, Environment and Climate Action	08/12/2025	08/12/2025	Monthly
Fire History	State Government Victoria - Department of Energy, Environment and Climate Action	11/12/2025	15/09/2025	Monthly

Useful Contacts

To obtain further information regarding bushfire hazard, please contact your local council or the Country Fire Authority.

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au (02) 8287 0680	**Country Fire Authority** www.cfa.vic.gov.au (03) 9262 8444	**Mornington Peninsula Shire** http://www.mornpen.vic.gov.au customerservice@mornpen.vic.gov.au 1300 850 600

Click for 'Use of Report - Applicable Terms'

LOTSEARCH REFERENCE
LS114896_DA

DATE OF REPORT
07 Jan 2026 10:26:36

CLIENT ID
182924296

ADDRESS
32 MONTROSE AVENUE,
SOMERVILLE VIC 3912

SITE AREA
989m²

COUNCIL
Mornington Peninsula

LOTSEARCH
Spatial Intelligence | Mapping Risk

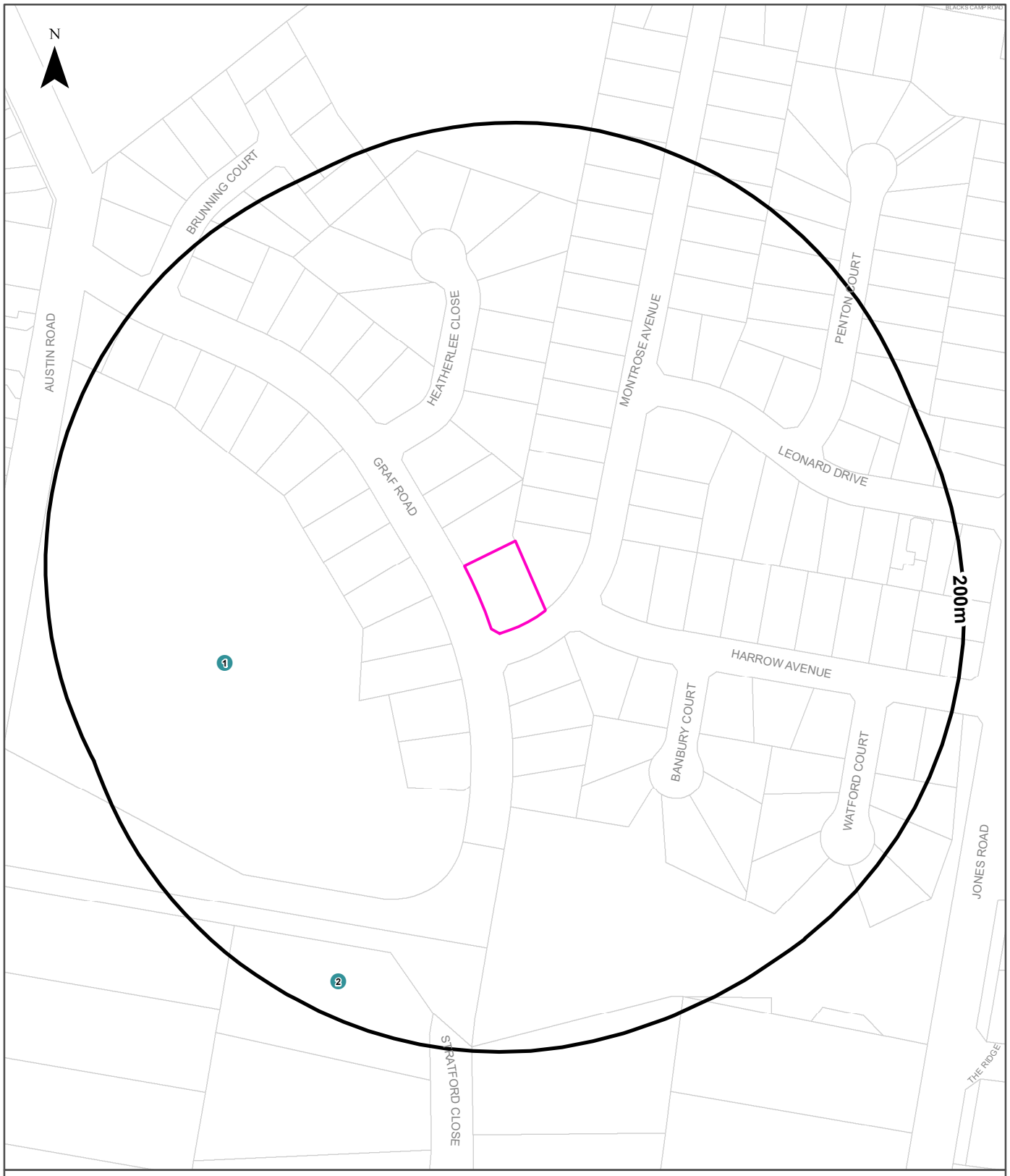
LOT/PLAN
Lot 44, LP135295

Planning Permit Application Search

Disclaimer:
The purpose of this report is to provide a summary of publicly available development information, affecting the site as defined by the boundary shown on the maps within this report.
You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order form rather than any address supplied in the order form.
You accept that Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice before you make any decision based on the information within the report.
The detailed terms applicable to the use of this report are set out at the end of this report.

Planning Permit Applications

32 MONTROSE AVENUE, SOMERVILLE VIC 3912



Site Boundary
Search Radius - 200m
Property Boundaries

Records mapped to a specific property
Records mapped to a road

LGA Boundary
Out of State/LGA Coverage

Scale (m)
0 30 60 90 120

Coordinate System:
GDA 1994 MGA Zone 55

Property Boundaries & Topographic Data Source:
© VIC Department of Energy, Environment and Climate Action

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS114896_DA

DATE OF REPORT
07 Jan 2026 10:26:36

ADDRESS
32 MONTROSE AVENUE,
SOMERVILLE VIC 3912

Search Results

Planning permit applications that were identified specifically for your site:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
	No records in buffer							

Planning permit applications identified within 200m of your site boundary where the decision date is within the last 7 years or has not been provided:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
1	P23/2533	St Brendans Primary School 19 Austin Road SOMERVILLE VIC 3912	VicSmart Planning Application	07/12/2023	23/01/2024	Past	Approve Permit	VICSMART - THE DEVELOPMENT OF ADDITIONS AND ALTERATIONS TO AN EXISTING EDUCATION CENTRE IN ACCORDANCE WITH THE ENDORSED PLANS
2	P20/2241	7 Stratford Close SOMERVILLE VIC 3912	Planning Application	11/11/2020	25/06/2021	Past	Lapsed (S54)	DEVELOPMENT OF AN ILLUMINATED TENNIS COURT

The following planning permit applications could not be located to a specific property based on the provided information. Results are limited to the 20 most recent applications per road where the decision date is within the last 7 years or has not been provided:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
	No records in buffer							

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS114896_DA

DATE OF REPORT
07 Jan 2026 10:26:36

ADDRESS
32 MONTROSE AVENUE,
SOMERVILLE VIC 3912

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Currency Date	Update Frequency
Mornington Peninsula Shire Planning Permit Applications	Mornington Peninsula Shire	11/12/2025	Monthly

Useful Contacts

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au (02) 8287 0680	**VIC Department of Transport and Planning** https://www.planning.vic.gov.au/ (03) 9655 6666	**Mornington Peninsula** http://www.mornpen.vic.gov.au customerservice@mornpen.vic.gov.au 1300 850 600

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 08 January 2026 01:09 PM

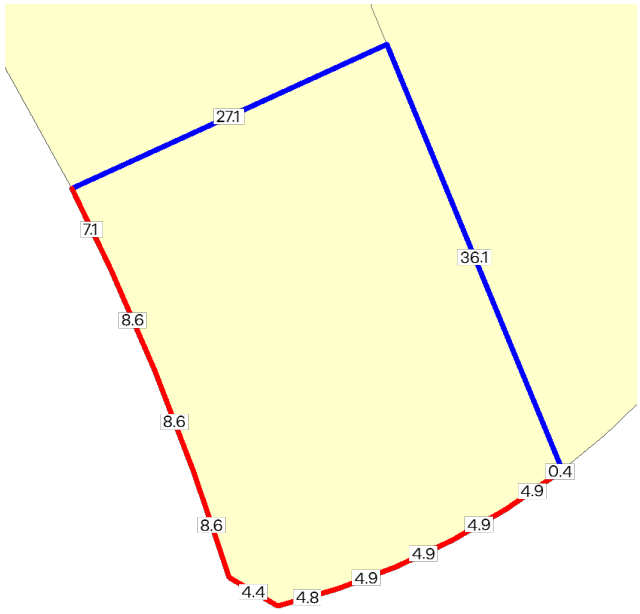
PROPERTY DETAILS

Address:	**32 MONTROSE AVENUE SOMERVILLE 3912**
Lot and Plan Number:	**Lot 44 LP135295**
Standard Parcel Identifier (SPI):	**44\LP135295**
Local Government Area (Council):	**MORNINGTON PENINSULA**
Council Property Number:	**92752**
Directory Reference:	**Melway 148 D3**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 990 sq. m
Perimeter: 125 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:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 08 January 2026 01:10 PM

PROPERTY DETAILS

Address:	**32 MONTROSE AVENUE SOMERVILLE 3912**
Lot and Plan Number:	**Lot 44 LP135295**
Standard Parcel Identifier (SPI):	**44\LP135295**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**92752**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 148 D3**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

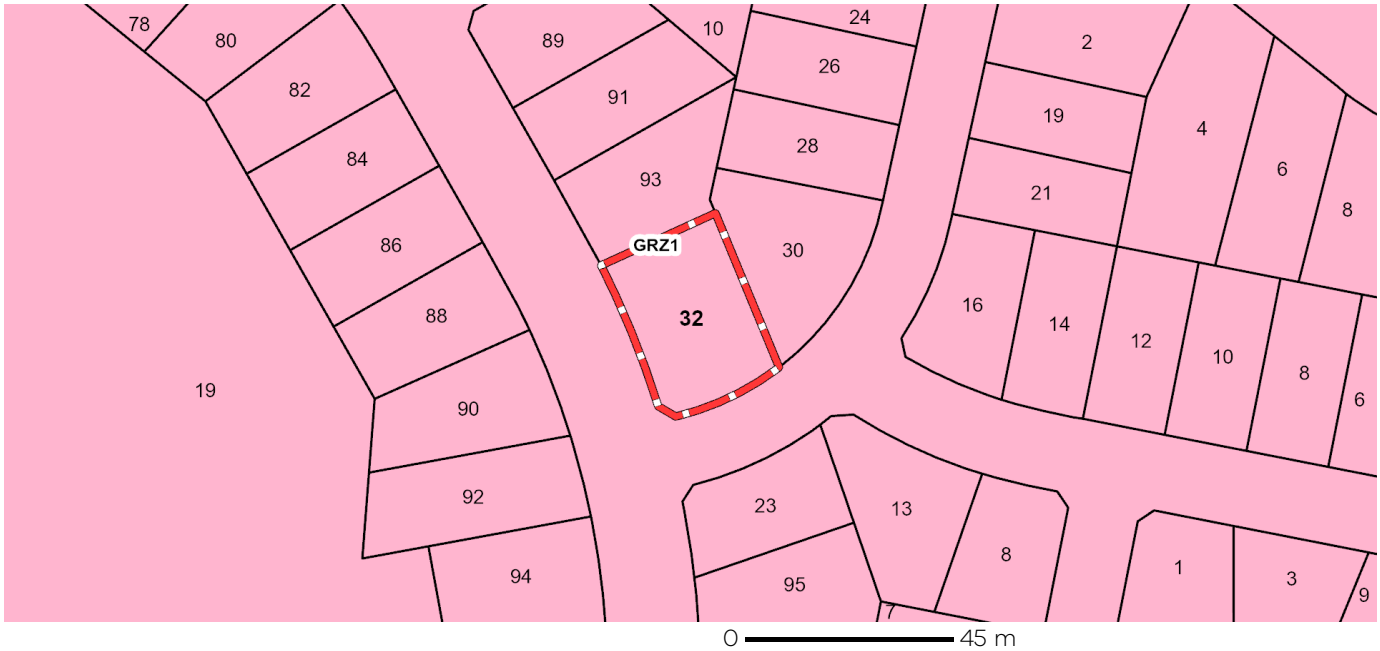
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 8 January 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

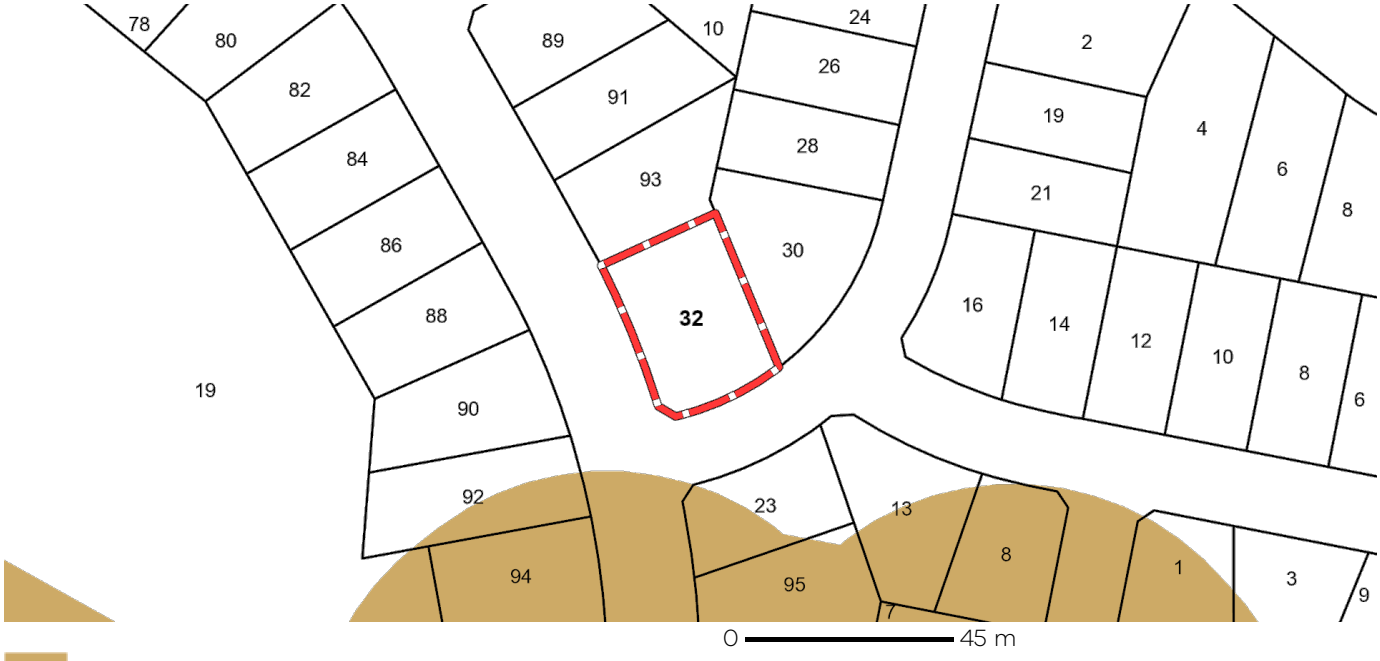
Department of Transport and Planning

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 Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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) or please contact your relevant council.

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

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

32.08 GENERAL RESIDENTIAL ZONE

31/03/2025
VC267

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1 Neighbourhood character objectives

27/03/2017
VC110

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2 Table of uses

14/01/2025
VC237

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

Use	Condition
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.

Use	Condition
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	The site must either: ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.08-3
16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

Minimum garden area requirement

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

Clause 56 requirement

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except clause 56.03-5.
16 – 59 lots	All except clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except clauses 56.02-1, 56.03-1 to 56.03-4, 56.03-5 (unless the land is in the Neighbourhood Character Overlay), 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2, 56.04-5, 56.06-8 and 56.07-4.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: - The area of either lot is reduced by less than 15 percent. - The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: - The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. - An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.	Clause 59.02

Subdivide land into two lots if:
- The construction of a building or the construction or carrying out of works on the land:
  – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
  – Has started lawfully.
- The subdivision does not create a vacant lot.
	Clause 59.02

Subdivide land into two lots if: - A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired.	Clause 59.02

Class of application	Provision
▪ Each lot will contain either: – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit.	
Subdivide land into two lots for residential development if: ▪ The subdivision creates at least one vacant lot. ▪ The land does not contain native vegetation if it has an area of 0.4 hectares or more. ▪ The land is not located in an Environmental Audit Overlay, Neighbourhood Character Overlay or an area that is a designated bushfire prone area as determined under section 192A of the *Building Act 1993*.	Clause 59.11

32.08-4
14/12/2023
VC253

Construction or extension of a dwelling, small second dwelling or residential building

Minimum garden area requirement

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5
08/09/2025
VC282

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in clause 54.02-7.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: - clause 54.02-1 Street setback. - clause 54.02-2 Building height. - clause 54.02-3 Side and rear setbacks. - clause 54.02-4 Walls on boundaries. - clause 54.02-5 Site coverage - clause 54.02-6 Tree canopy. - clause 54.02-7 Front fences. - clause 54.04-1 Daylight to existing windows. - clause 54.04-2 Existing north-facing windows. - clause 54.04-3 Overshadowing secluded open space. - clause 54.04-4 Overlooking. - clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 54
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

Transitional provisions

Clauses 32.08-5, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-6 Construction and extension of a small second dwelling on a lot

08/09/2025
VC282

Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: ■ clause 54.02-1 Street setback. ■ clause 54.02-2 Building height. ■ clause 54.02-3 Side and rear setbacks. ■ clause 54.02-4 Walls on boundaries. ■ clause 54.02-5 Site coverage. ■ clause 54.02-6 Tree canopy. ■ clause 54.02-8 Building setback for small second dwellings. ■ clause 54.03-5 Safety and accessibility for small second dwellings. ■ clause 54.04-1 Daylight to existing windows. ■ clause 54.04-2 Existing north-facing windows. ■ clause 54.04-3 Overshadowing secluded open space. ■ clause 54.04-4 Overlooking. ■ clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 54

Transitional provisions

Clauses 32.08-6, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-7 Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

16/10/2025
VC288

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct one dwelling if there is no more than one dwelling existing on a lot, extend a dwelling if there are two dwellings on a lot, or construct two dwellings on a lot, if the development meets the following standards of clause 55: - clause 55.02-1 Street setback - clause 55.02-2 Building height - clause 55.02-3 Side and rear setbacks - clause 55.02-4 Walls on boundaries - clause 55.02-5 Site coverage - clause 55.02-6 Access - clause 55.02-7 Tree canopy - clause 55.02-8 Front fences - clause 55.04-1 Daylight to existing windows - clause 55.04-2 Existing north-facing windows - clause 55.04-3 Overshadowing secluded open space - clause 55.04-4 Overlooking - clause 55.05-2 Overshadowing domestic solar energy systems If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the clause 55 standard, the requirement in the schedule to the zone applies and must be met.	Clause 55
Construct or extend a front fence within 3 metres of a street if the fence is associated with two or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-8 Requirements of Clause 54 and Clause 55

08/09/2025
VC282

A schedule to this zone may specify the requirements of:

- Standards A2-1, A2-5, A2-7 and A3-2 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-9 Residential aged care facility

14/12/2023
VC253

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-10 Buildings and works associated with a Section 2 use

08/09/2025
VC282

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a building or construct or carry out works where: ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to $100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to $500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: – clause 54.02-3 Side and rear setbacks. – clause 54.02-4 Walls on boundaries. – clause 54.04-1 Daylight to existing windows. – clause 54.04-2 Existing north-facing windows. – clause 54.04-3 Overshadowing secluded open space. – clause 54.04-4 Overlooking. – clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.04

Transitional provisions

Clauses 32.08-10, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-11
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.08-12 Application requirements

08/09/2025
VC282

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-13 Exemption from notice and review

08/09/2025
VC282

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Construction and extension of one dwelling on a lot

An application under clause 32.08-5 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-7, 54.04 and 54.05-2 are met.

Construction and extension of a small second dwelling on a lot

An application under clause 32.08-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-8, 54.03-5, 54.04 and 54.05-2 are met.

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

An application under clause 32.08-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.08-14 Decision guidelines

31/03/2025
VC267

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-15 Signs

14/12/2023
VC253

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-16 Transitional provisions

14/12/2023
VC253

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

22/07/2021
C255morn

SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ1.**

MORNINGTON PENINSULA TOWN AREAS

1.0 Neighbourhood character objectives

22/07/2021
C255morn

None specified.

2.0 Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement

03/05/2024
VC255

Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?
No

3.0 Requirements of Clause 54 and Clause 55

08/09/2025
VC282

	Standard	Requirement
Minimum street setback	A2-1	None specified
	B2-1	None specified
Site coverage	A2-5	None specified
	B2-5	None specified
Private open space	A3-2	None specified
	B3-5	None specified
Front fence height	A2-7 and B2-8	None specified

4.0 Maximum building height requirement for a dwelling, small second dwelling or residential building

03/05/2024
VC255

None specified.

5.0 Application requirements

03/05/2024
VC255

None specified.

6.0 Decision guidelines

03/05/2024
VC255

None specified.

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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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

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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 as attached; 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: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: .....

State nature of authority, if applicable: ....

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: **Todd William Donaldson**

State nature of authority, if applicable: ....

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:	O'Brien Real Estate - Somerville						
Address:	Shop 3, 1065 Frankston Flinders Road, Somerville VIC 3912						
Email:	Chrissy.kouvaras@obrienrealestate.com.au						
Tel:	03 5977 8877	Mob:	0418 570 521	Fax:	5977 8010	Ref:	Chrissy Kouvaras

Vendor

Name:	Todd William Donaldson
Address:	32 Montrose Avenue, Somerville VIC 3912
ABN/ACN:	

Vendor's legal practitioner or conveyancer

Name:	Walsh Conveyancing						
Address:	6D Eramosa Road East, Somerville VIC 3912 PO Box 139, Somerville VIC 3912						
Email:	rebecca@walshconveyancing.com.au						
Tel:	03 5977 5111	Mob:		Fax:		Ref:	24/4272

Purchaser's estate agent

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

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9407	Folio	745	44	PS 135295

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 32 Montrose Avenue, Somerville VIC 3912

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

All fixed floor coverings, electric light fittings, window furnishings, 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.

<u> NO SETTLEMENT DATE IS TO BE SCHEDULED IN OFFICE CLOSURE PERIODS AS PER SPECIAL CONDITION 6 – SHOULD A DATE BE ARRANGED DURING OUR CLOSURE PERIOD FEES WILL BE CHARGED TO THE PARTY INSISTING ON SETTLEMENT DURING THAT PERIOD **</u>**

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 ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

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: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Variations to the Contract of Sale

The purchaser acknowledges and agrees that once the Contract has been fully executed by all parties to the Contract, the vendor's representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this matter settles on time.

In the event that the purchaser requests any form of variation to the Contract after signing, the purchaser agrees to pay the vendor's representative, on settlement and by way of adjustment the cost of $220.00 (inclusive of GST) for every variation, including for any extensions of key dates and rescheduling of settlement, with or without default under the Contract.

Special Condition 2 - Identity of the Land

The purchaser acknowledges that they are purchasing the property :

2.1 As a result of their own enquiries and inspection and are not reliant on any representation made by the vendor or any representative on the vendor's behalf;
2.2 In its present condition and state of repair;
2.3 Subject to all defects latent and patent;
2.4 Subject to any infestations and/or dilapidation.
2.5 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of and at the property;
2.6 Subject to any non-compliance, that is disclosed herein, with the Local Government Act 1989 or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek any termination, rescission or make any objection, requisition or claim for compensation arising out of the above matters covered by this clause.

Special Condition 3 – Title v Land Measurements

An omission or mistake in the description, measurement or area of the land does not invalidate the sale and purchaser cannot make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the vendor to amend title or pay any costs associated whatsoever with amending the title.

Special Condition 4 – Solar Panels

If there are solar panels on the roof at the dwelling constructed on the property hereby sold then the parties agree as follows :

4.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs, pass with the sale of this property and is a matter for enquiry and confirmation by the purchaser;
4.2 The purchaser agrees that they will negotiate with the current energy supplier, or an energy supplier of their choice (with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the solar panels) and the purchaser shall indemnify and hold harmless the vendor against any claim for any benefits whatsoever with respect to the said solar panels; and
4.3 The vendor makes no representation or gives no warranties, in respect to the solar panels in relation to their condition, state of repair, fitness for any purchase for which they are installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special Condition 5 – Contamination

5.1 The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances; and
5.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

Special Condition 6 – Christmas, New Year and Public Holiday Periods

Notwithstanding any other provisions of the Contract of Sale :

6.1 For the purposes of this Contract, “Business Day” means a day that is not a Saturday, Sunday or Public Holiday in Melbourne, Victoria.
6.2 It is agreed and acknowledged by the vendor and the purchaser that on any business day that falls as a single day between a Public Holiday and a Saturday or Sunday, (for example Monday before Melbourne Cup Day being first Tuesday in November) **OR** during the period of 20th December in any calendar year to 15th January of the following calendar year (inclusive as to the above range of dates and hereinafter jointly and severally called the “the Office Closure Period”), that a great majority of conveyancing practices, law firms and settlement agents are closed for business. Estate agents are often unable to facilitate final inspections under the General Conditions due to their own staff holidays or vendors being away on holidays themselves.
6.3 No settlement date is to be effected or scheduled for a date within the Office Closure Period outlined in special condition 6.2 above.
6.4 Should a settlement date fall into the Office Closure Period outlined in special condition 6.2 above, settlement will be scheduled to occur on the next business day after the Office Closure Period comes to an end.
6.5 Should a party insist on settling during the Office Closure Period, the party demanding settlement will be liable for our costs to facilitate such settlement.
6.6 Neither party may issue a Default Notice on the other party during the Office Closure Period arising from or in connection with the failure to complete this Contract of Sale between the dates set out in 6.2 above.
6.7 Neither party may make any objection, requisition or claim for any compensation in respect of any matter raised, disclosed or referred to in this special condition including, but not limited to, re-adjustment of any rental income, rates and outgoings or for any increased or newly assessed land tax liability by virtue of settlement falling into the next calendar year.

Special condition 7 – COVID-19 Pandemic

7.1 The parties agree that this Contract of Sale shall be suspended if the vendor is unable to complete settlement on the due date or provide vacant possession to the property, due to requirements imposed upon the vendor by the Australian Federal or State Governments or any other regulatory authority (the Government) during the COVID-19 Pandemic as declared by the World Health Organisation on or about 11 March, 2020 including but not limited to being placed into quarantine and/or hospitalisation.
7.2 The vendor undertakes to notify the purchaser immediately upon any restriction being placed upon the vendor by the Government which would trigger the suspension of this Contract of Sale under special condition 7.1 above.
7.3 Settlement must be completed within 14 days of any restrictions or requirements placed upon the vendor by the Government, being lifted or satisfied.
7.4 The vendor is not required to deep clean and/or disinfect the property prior to settlement.

Special Condition 8 – Swimming Pools & Spas

The parties acknowledge that if there is a swimming pool or external spa at the property that the vendor has registered it with their local council before or by the later date of 1 November 2020 or 30 days after the date of the issuance of the occupancy permit or certificate of final inspection for the pool or spa is issued. For clarity, registration of the swimming pool or spa with council does not mean compliance or that a Certificate has issued

confirming compliance with current regulations. The purchaser acknowledges that confirmation of registration by the vendor of the swimming pool or spa has been obtained (unless not applicable as at the date of sale) prior to the signing of this Contract, The purchaser will be liable for future compliance of the swimming pool or spa and accepts full responsibility for such compliance as at the date of sale.

Special Condition 9 - Director's Guarantee and Warranty

9.1 If the Purchaser is or includes a company which is not listed on the main board of an Australian Stock Exchange, the Purchaser shall, if requested by the Vendor, procure the execution of a guarantee of the performance of this contract by each of the directors of the company within seven days from the date of that request.
9.2 If the Purchaser is requested to execute a guarantee in accordance with this special condition and any person required to execute the guarantee fails to do so within the prescribed time, the Vendor may exercise the Vendor's remdeis on default by written notice to the Purchaser
9.3 The guarantee referred to in this special condition shall be in the form and to the effect of the form of guarantee annexed.

Special Condition 10 - Foreign Acquisition

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in clause 10.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

10.3 This warranty and indemnity do not merge on completion of this contract.

Special Condition 11 - Company Charge

If applicable, the Purchaser acknowledges that the Vendor will only deliver a release of the property from any Company Charge lodged against the Vendor at the Australian Securities and Investments Commission where the Chargee is not the proprietor of a registered Mortgage over the land and where the Purchaser has made written request for release of the Company Charge at least 21 days before the date for settlement.

Special Condition 12 – Self Representing Purchaser/s

In the event that the purchaser/s will be self-representing then the purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing real estate transactions. The self-represented purchaser/s is/are placed on notice that if the VOI is not supplied prior to the settlement date, the vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the purchaser/s has/have provided formal verification of identity in the appropriate format.

Special Condition 13 – General Conditions v Special Conditions

If there is any inconsistency between the General Conditions and any Special Conditions, then to the extent of any inconsistency, the Special Condition will prevail and have priority.

Special Condition 14 – Land Tax

Land Tax is not an adjustable item.

Special Condition 15 – Marketing Materials

The purchaser agrees that they have not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and have relied solely on their own searches, enquiries and due diligence to purchase this property.

Special Condition 16 – Condition of Property

16.1 The purchaser :

16.1.1 accepts the property and improvements and services in its present condition on the day of sale with all defects, faults and any non-compliance with any notice or failure to obtain any approvals or permits from any authority and buys the property “as is”;

16.1.2 will not require the vendor to patch or repair any holes or damage resulting from the removal of an mounted tv brackets, pictures or wall hangings. Despite this, the vendor will use all reasonable care in removing those brackets, pictures or wall hangs;

16.1.3 assumes full responsibility for compliance with any notice or required approval from the date of sale and agrees to hold the vendor indemnified at all times against any claims arising out of a failure to obtain an approval;

16.1.4 acknowledges that the vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit, pool or spa registration or compliance or any other permits, approvals or inspections in relation to the property or any improvements thereon;

16.1.5 will not delay settlement or make any claim against the vendor in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendors title to the property;

16.1.6 acknowledges that they have inspected the goods, fixtures and fittings and appliances forming part of this contract and that they accept them in their current condition and state of repair as at the date of sale. The purchaser will not call upon the vendor to repair, reinstate or replace any goods, fixtures and fittings and appliances being sold with the property.

Special Condition 17 – Force Majeure

17.1 In the event either party is unable to perform its obligations under the terms of this Contract of Sale because of an event of force majeure, including but not limited to, Government action or intervention, Acts of God or natural disasters including floods, bushfires and earthquakes, strikes, failure of carrier or utilities, equipment of transmission failure or damage, failure of any necessary systems such as PEXA, Duties Oline and Land Use Victoria (SERV) or an event that is beyond the reasonable control of the parties then the affected party will notify the other party of any expected delay and such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Performance under this Contract of Sale shall resume when the affected party or parties are able to perform substantially that party’s duty and obligations required/expected by this Contract

17.2 The party unable to perform his, her or their obligations under this Contract must advise the other party as soon as reasonably possible about the force majeure event, the expected duration of non-performance and must provide sufficient notification to the other part of his, her or their intention to resume performance under this Contract, to enable both parties to be in a position to continue performance under this Contract.

17.3 The parties acknowledge that, as a matter of law, the doctrine of “force majeure” cannot be invoked by a party seeking to rely on their own acts or omissions.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

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

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DEED OF GUARANTEE OF CONTRACT

(Where the Purchaser is a Corporate Entity)

THIS DEED IS DATED THE DAY OF 20 .

BETWEEN :

The Vendor/s _____

Of : _____

AND

The Purchaser/s _____

Of : _____

AND

The Guarantor/s _____

Being authorised signatory of (Company Purchaser) _____

_____ (A.C.N.) _____

Of (registered address) : _____

IN CONSIDERATION of the vendor having at the request of the Guarantor agreed to sell the land described in the Contract of Sale to the purchaser, the Guarantor/s HEREBY GUARANTEE/S 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 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/S HEREBY EXPRESSLY ACKNOLWEDGES 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 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 contained herein 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 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 has been paid and all obligations have been performed.

SIGNED by the said **Vendor/s** in the presence) _____

Of :) _____

Witness : _____ _____

AND

SIGNED by the said **Purchaser/s** in the presence) _____

Of :) _____

Witness : _____ _____

AND

SIGNED by the said **Guarantor/s** in the presence) _____

Of :) _____

Witness : _____ _____

WALSH Conveyancing

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