Contract of Sale of Land

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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Parts of the original document have been modified and adapted to provide a better, cleaner contract for use.

Contract of Sale of Land

UNIT 2 54 GARDENIA STREET BLACKBURN VIC 3130 & Carspace

The **Vendor** agrees to sell, and the **Purchaser** agrees to buy, the property—comprising the land and any included goods—for the purchase price and on the terms set out in this Contract.

The provisions of this Contract are set out in the following order of priority:

- Particulars of Sale
- Special Conditions
- General Conditions

SIGNING OF THIS CONTRACT

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

Purchasers must ensure they have received a **Section 32 Statement** from the Vendor **prior to signing this Contract**. For the purposes of this Contract, a "Section 32 Statement" refers to the disclosure statement required to be provided by a vendor under section 32 of the *Sale of Land Act 1962 (Vic).*

The authority of any person executing this Contract:

- under a power of attorney; or
- as a director of a corporation; or
- as an authorised agent (in writing) of one of the parties,

must be clearly recorded beneath their signature.

Any individual whose signature has been obtained by an estate agent acknowledges that, at the time of signing, the agent provided them with a copy of the full terms of this Contract.

SIGNED BY THE PURCHASER: .....

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

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

.....

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

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

SIGNED BY THE VENDOR: .....

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

Print name(s) of person(s) signing: TIMOTHY JOHN HOWDEN, EMMA HOPE HOWDEN.....

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

OBrien Real Estate Blackburn

Timothy Jagger

timothy.jagger@obrienrealestate.com.au

Trust Account Details:

Name: .....

BSB: .....

ACC: .....

Purchasers are required to confirm trust account details with the selling agent prior to making any deposit payment.

Vendor

TIMOTHY JOHN HOWDEN, EMMA HOPE HOWDEN

Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052 Fax: 03 9988 9059 Ref:

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9336	Folio	133	2	013754
Volume	9336	Folio	142	11	013754

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: UNIT 2 54 GARDENIA STREET BLACKBURN VIC 3130 & Carspace Lot 11

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

All fixed floor coverings, light fittings, window furnishings, solar panels (if it exists), solar hot water (if it exists) and all fixtures and fittings of a permanent nature.

Goods excluded from the sale:

Not Applicable

Payment

Price	$	If no deposit due date is specified, the due date is taken to be the **DAY OF SALE.**
Deposit	$	by _____ (of which $ _____has been paid)
Balance	$	payable at settlement

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box	
If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box	
If the margin scheme will be used to calculate GST then add the words **'margin scheme'** in this box	

Settlement (general condition 17 & 26.2)

is due on _____

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

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

Lease (general condition 5.1)

At settlement the Purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box.

If **'subject to lease**' then particulars of the lease are :

(You should check the tenancy agreement/lease available within the Section 32 Vendor Statement)

* tenancy agreement for a term ending _____

OR

* periodic tenancy agreement determinable by notice

OR

* tenancy agreement for a term ending _____ with _____ options to renew, each of __ years

Terms contract (general condition 30)

This contract is **NOT** intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.
(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20) (Not Applicable at Auction)

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

Lender:

Loan amount not more than $_____ Approval date by: _____ / _____ / 20_____

Building Inspection (general condition 21)

☐ This contract is subject to a building inspection in accordance with general condition 21 if this box is ticked.

Pest Inspection (general condition 22)

☐ This contract is subject to a pest inspection in accordance with general condition 22 if this box is ticked.

<u>This contract includes Special Conditions</u>

Special Conditions

1. Deposit Release (general condition 14)

1.1 The purchaser's rights and obligations in respect of release of the deposit are confined to those in section 27 of the *Sale of Land Act 1962 (Vic)* and General Condition 14, as varied by Special Condition 1 of this contract. Nothing in this Special Condition limits or excludes the purchaser's rights (if any) under section 27 of the *Sale of Land Act 1962 (Vic)* nor does this condition override or diminish the purchaser's acknowledgements and obligations contained in Special Condition 6.

1.2 Upon the contract becoming unconditional, the purchaser will not unreasonably withhold consent to deposit release where the particulars in the Section 27 notice reasonably demonstrate that the purchase price is sufficient to discharge all financial encumbrances.

2. Director's Guarantees

This clause replaces General Condition 3. If the purchaser or any nominee is a company, the purchaser must procure execution by all its directors of a guarantee and indemnity in the form annexed to this contract, consistent with Special Condition 2. This obligation is in addition to, and not in derogation of, the purchaser's acknowledgements and warranties contained in Special Condition 6.

3. Exclusion and/or Variation of General Conditions

3.1 General Condition 31 applies, except that the purchaser must not withhold or set off any part of the price at settlement. Despite the foregoing, where there is clear, documented damage or loss under GC31 that has been quantified and accepted by the vendor (acting reasonably), the purchaser may retain in a practitioners trust account up to the lesser of:

(a) the agreed reasonable cost of rectification; and

(b) $5,000

pending resolution with the balance of the price to be paid in full at settlement. Any dispute about the amount retained is to be resolved post-settlement under GC31.3. The retention must be released within 5 business days of resolution.

3.2 General Condition 33 is replaced with "Interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983 (Vic)* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party."

3.3 General Condition 12 is deleted except to the extent required by the *Building Act 1993 (Vic)* and any regulations or ministerial directions thereunder. For the avoidance of doubt, the vendor is not obliged to upgrade or improve the property beyond statutory vendor disclosure and compliance requirements.

3.4 General Condition 21.2(a) is amended as follows "obtains a written report from a registered building practitioner which discloses a current major structural defect in a structure on the land and designates it a major structural building defect."

4. Interpretation

In this contract unless the context otherwise requires: -

4.1 headings and subheadings are for convenience of reference only and do not affect interpretation;

4.2 words importing the singular include the plural and vice versa;

4.3 words importing a gender include any gender;

4.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;

4.5 a reference to an Act of Parliament includes that Act as amended or replaced and all regulations made under it;

4.6 a reference to a body whose functions have become exercisable by another body is a reference to the latter body;

4.7 a covenant or agreement on the part of two or more persons binds them jointly and severally;

4.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation"; and

4.9 where the letters "ADI" means Authorized Deposit-Taking Institution and has the same definition as ADI in section 5 of *Banking Act 1959 (Cth);* and

4.10 any reference to business or working days ends at 4.00pm that day.

4.11 **contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:

a. noxious or poisonous;

b. harmful or potentially harmful to the health or welfare of human beings;

c. poisonous, harmful or potentially harmful to animals, birds or wildlife;

d. poisonous, harmful or potentially harmful to plants or vegetation;

e. obnoxious or unduly offensive to the senses of human beings; or

f. detrimental to any beneficial use made of the property.

4.12 **Environmental and Planning Law** means:

a. all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades,

environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;

b. all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and

c. all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

4.13 **hazardous materials** means:

a. any contamination;

b. any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment

c. any item, substance or article that is either prescribed as dangerous goods within the meaning of the *Dangerous Goods Act 1985 (Vic)* or is capable of constituting a risk, threat or menace to
   i. persons or property; or
   ii. any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law

4.14 **Insolvency Event** means:

a. in relation to a body corporate:

   i. an application being made to a court for an order that it be wound up;
   ii. an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
   iii. except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
   iv. it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor or is otherwise wound up or dissolved;
   v. it is or states that it is insolvent;
   vi. as a result of the operation of section 496F(1) of the *Corporations Act 2001 (Cth),* it is taken to have failed to comply with a statutory demand;
   vii. it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001 (Cth);*
   viii. it takes any step to obtain, or is granted, protection from its creditors under any applicable legislation; or
   ix. anything having a substantially similar effect to any of the events set out above happens
   x. under the law of any applicable jurisdiction.

b. in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or

c. in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.

4.15 **Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

4.16 **DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

4.17 **Duties Act** means the *Duties Act 2000 (Vic).*

4.18 **Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

4.19 **Deposit Release Notice** means the document provided to the purchaser for early release of the deposit under Section 27 of the *Sale of Land Act 1962*.

4.20 **Building Element** is accepted as per AS4349.1-2007 as “Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function.”

4.21 **Major Defect** is accepted as per AS4349.1-2007 as “A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.”

4.22 **Structural Defect** is accepted as per AS4349.1-2007 as “Fault or deviation from the intended structural performance of a building element.”

4.23 **Vacant Possession** is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

5. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to reply on any representations made by the vendor or their agents except as are made conditions of this contract.

6. Purchaser acknowledgements (except to the extent that such liability cannot be excluded by law)

6.1 The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.

6.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

6.3 The purchaser accepts the property as at the Day of Sale: -

a. in its present condition and state of repair;

b. with all restrictions on the use and development of the property under the planning scheme which affects the land;

c. with all defects latent and patent;

d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation (subject to statutory vendor disclosure obligations being complied with);

e. on the basis all improvements on the property are sold in their state of repair and condition. The purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;

f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;

g. with any other planning controls affecting the property;

h. with any Owners Corporation Rules that may exist;

i. with any agreement under Section 173 of the *Planning and Environment Act*;

j. with any restriction as to the use of the property made under any Authority;

k. with any planning permits for or affecting the property including any conditions set out in any planning permits;

l. notwithstanding any non-compliance with the *Local Government Act 1989, Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and

m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.

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

6.5 The purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.

6.6 The purchaser accepts that the vendor has not represented, warranted or guaranteed:

a. that the property is suitable for any specific development or may generally be developed in any way;

b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or

c. the use to which the property may be physically or lawfully put, either presently or in the future.

6.7 The purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current rates) relating to the property which are made or issued after the date of sale.

6.8 The purchaser warrants that they have made their own enquires and investigation as to the use to which the property may be put and the purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.

6.9 The purchaser accepts that the property and any chattels sold by this contract shall not pass to the purchaser until balance of the payment due to the Vendor is received at settlement.

6.10 The purchaser accepts that all payments due to the vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.

6.11 The purchaser accepts that if there are solar panels installed on the property, the parties agree:

a. 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 is a matter for enquiry and confirmation by the purchaser;

b. 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 said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

c. the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

d. the vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.

6.12 The purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.

6.13 The purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". The purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the vendor/s give no warranties whatsoever in regard to same.

6.14 The purchaser accepts that if the contract is subject to any building and/or pest inspection and no completion date is specified in that special condition, the purchaser must complete the inspection(s) and provide any notice electing to end the contract strictly within 7 business days from the Day of Sale. If the purchaser does not notify an election to end within that period, the condition is deemed satisfied. The vendor will provide reasonable access within that period. Any request for an extension must be made in writing within the initial 7 business days; the vendor will not unreasonably refuse a short extension of up to 3 additional business days where access has not been reasonably available.

6.15 The purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the *Sale of Land Regulations 2005* or any rules prescribed which modify or replace those rules.

6.16 The purchaser accepts they are immediately in default if the purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both the purchasers and vendor have signed this contract.

7. Goods & Services Tax (GST)

7.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the vendor is registered for GST and the purchaser agrees to the terms in general condition 19 and in addition as follows:

a. that the property and the lease is supplied together as a single supply; and

b. the purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and

c. the purchaser agrees to take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or the Settlement Date, to satisfy the "going concern exemption", the vendor may at their own discretion, either: -

i. renew the existing commercial lease; or

ii. create a new commercial lease"; or

iii. alter the contract to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the price.

Should the purchaser decide not to continue the lease allowing the tenant to carry on the business being conducted under the lease, the parties agree that the contract shall be altered to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the purchase price.

7.2 Consequences if the parties are mistaken:

a. in the event that it is determined that the vendor should have been registered for GST relating to any enterprise affecting the land and the vendor before and after settlement is served a letter from the Australian Taxation Office stating that the supply herein has GST, and requiring the vendor to pay GST on the price or any other amount payable under this contract for whatever reason, then the vendor may give notice in writing to the purchaser at any time before or after settlement to direct the purchaser to pay to the vendor an additional sum of the amount of any GST payable (excluding penalties and interest) in respect of the taxable supply herein.

b. If the vendor incurs any penalties or interest under the GST law because the supply under this contract has been treated by the parties as being GST free, then

i. If the reason for the sale not being GST free is solely because of some fault by either party (including breach of any warranties contained herein) then the party shall bear those penalties and interest;

ii. In any other case, the penalties and interest shall be borne by the parties equally.

7.3 This special condition (including warranties) is an enduring special condition which survives the day of supply to the purchaser and survives the termination of the Contract. The right and obligations of the parties under this special condition endure for ten (10) years from and including the day of sale to the purchaser.

8. Nomination

8.1 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.

8.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner/conveyancer:

a. a nomination notice executed by the nominee and the purchaser at least ten (10) business days before the settlement date specified in this contract; and

b. if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.

8.3 Any nomination notice given must include:

a. a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.

b. a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and;

c. a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and

d. an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.

10.4 If the vendor and the purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

9. Duties Act and Stamp Duty

9.1 The purchaser must:

a. pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and

b. indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.

9.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying

9.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

9.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers (and conveyancers) against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.

9.5 This special condition will not merge on settlement.

10. Restriction on Re-Sale

10.1 The purchaser must not prior to settlement without the written consent of the vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the property or the purchaser's rights or interests pursuant to this Contract.

10.2 The vendor will not unreasonably withhold its consent to a sale of the purchaser procures that any successor in title of the purchaser contracts with the vendor in the same terms as this Contract. This clause does not apply to a nomination.

10.3 The purchaser must not place on the Land any advertising material, signs, hoardings, or any other thing which is visible from the outside of the property (whether internally or externally to any buildings) without the consent of the vendor.

11. Right of Termination – Insolvency Event

11.1 Without limiting the vendor's rights under any guarantee, the vendor may terminate this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event.

11.2 The vendor may exercise its rights under by notice to the purchaser or the purchaser's legal practitioner or conveyancer.

12. Commercial and Industrial Property Tax Reform Act 2024

12.1 The purchaser acknowledges that the property is tax reform scheme land within the meaning of the Act

12.2 The purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue Office property clearance certificate herein, or by inquiring directly with the State Revenue Office – noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

13. Breach

13.1 General Condition 32 does not apply to this Contract and will be replaced by the following:

13.2 The vendor(s) gives notice to the purchaser(s) that in the event the purchaser(s) fails to complete settlement on the settlement date referred to in the Particulars of Sale, or such date as may be agreed in writing between the parties, the vendors(s) may incur the following further additional expenses and losses from the date settlement fell due until settlement occurs, which amounts shall be paid by the purchaser(s), in addition to the interest chargeable on the balance of purchase monies pursuant to General Condition 33 herein:

- Any additional costs of obtaining, extending or bridging finance reasonably required by the vendor for the purpose of completing the purchase of another property, including interest actually payable on such finance;
- Interest or charges actually payable by the vendor under any mortgage secured against the property, accruing from the settlement due date until settlement occurs;
- Accommodation and/or storage costs actually and reasonably incurred by the vendor (such as temporary rental, hotel, storage, or removal expenses) arising directly from the delay;

13.3 The vendor(s) may recover from the purchaser(s) any *reasonable and properly incurred additional professional costs*, charges or expenses directly arising from the purchaser's failure to settle on the due date, limited to:

(a) documented *rescheduling or re-booking fees* charged by the vendor's financial institution or settlement agent; and

(b) *additional professional fees of the vendor's solicitor or conveyancer* that are reasonably and necessarily incurred as a direct result of the delay in settlement, provided such fees are invoiced and itemised to evidence the connection to the delay.

For the avoidance of doubt, this clause does not permit the recovery of general conveyancer–client costs otherwise payable by the vendor under their professional retainer. Any costs or penalties actually imposed on the vendor under a contract or agreement for the purchase of another property, where such costs arise solely because of the purchaser's failure to complete settlement on time. In any case, costs are limited to reasonable, evidenced, and directly attributable to the purchaser's default.

13.4 The vendor's recovery under this Special Condition is limited to reasonable and documented costs actually incurred, assessed on a conveyancer-client basis, and in any event not exceeding an aggregate of $3,500 exclusive of interest payable under Special Condition 3.2.

14. Overriding Provision

14.1 To the extent of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

15. Severability

15.1 If any Special Condition (or part of it) is or becomes void, invalid or unenforceable at law, that condition (or the relevant part) shall be severed from this contract and the remainder of the contract will continue to have full force and effect.

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 the header of this page.

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

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

11 RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

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

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14 DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

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

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

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

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

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

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

15 DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16 BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17 SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18 ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19 GST

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

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

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

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

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

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

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

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 t o 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.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

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

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
  - the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
  - the auctioneer acknowledging a bid if no bid was made.

- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Schedule 1

GUARANTEE and INDEMNITY

I/We, ... of .....…….....

and ..... of .....…….....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ...……..... day of ...……..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……) .....
in the presence of: Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……) .....
in the presence of:) Director (Sign)
)
Witness.....)

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the Vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	TIMOTHY JOHN HOWDEN, EMMA HOPE HOWDEN
Property:	UNIT 2 54 GARDENIA STREET BLACKBURN VIC 3130 & Carspace



Spin Conveyancing
PO Box 1294
Waverley Gardens VIC 3170

Tel: 9988 9052
Fax: 9988 9059
Email: info@spinconveyancing.com.au

IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area which is in a 1 in 100 year severity flood area. You should check with the municipal council whether this property is subject to any flooding before you commit yourself to buy.

You may be liable to pay Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also by exempt from the growth areas infrastructure contribution on certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings and any interest payable on any part of them is contained in the attached certificate/s and/or fee notices as provided-

(a) Their total does not exceed $5,000.00

(b) Or are contained in the attached certificate/s (if provided)

(c) Or their amounts are:

	Amount (approx.)
1. Local Council	
2. Water Authority	
3. Land Tax	
4.	

(d) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge (other than GST payable in the contract), which are not included in items (a), (b) and (c) above; other than any amount described in this rectangular box:-

None to the Vendors knowledge

(e) At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(f) The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:-

Not Applicable

(g) **Sale Subject to Mortgage**

This section (g) 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

(h) **Land Tax**

Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 ($10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

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

i. The Australian Valuation Property Classification Code(within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
ii. Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
iii. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(i) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(ii) BUSHFIRE

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

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

Planning Scheme	Whitehorse Planning Scheme
Responsible Authority	Whitehorse
Zoning	Neighbourhood Residential Zone NRZ NRZ1
Planning Overlay/s	Development Contributions Plan Overlay DCPO DCPO1, Significant Landscape Overlay SLO SLO2,

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses and aquatic plants. There are a range of regulations that may apply including to obtain planning permits under Clause 52.17 of the local planning scheme.

(v) ABORIGINAL CULTURAL HERITAGE

This property is not within or affected by one or more areas of aboriginal cultural heritage sensitivity.

32D NOTICES

(a) NOTICE, ORDER, DECLARATION, REPORT OR RECOMMENDATION

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

None

(b) AGRICULTURAL CHEMICALS

Any 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.

Not Applicable

(c) COMPULSORY ACQUISITION

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

Not Applicable

32E BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	NBN and/or mobile services are available in the area.

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the Purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.
(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the *Sale of Land Act 1962 (Vic)* bit may be included in this Vendor's 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 nett lettable area of at least 1,000m2 (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.

Attached to this Section 32 Statement is the **Due Diligence** Checklist

DATE OF THIS STATEMENT [ ] / [ ] /20 [25]

Name of the Vendor

TIMOTHY JOHN HOWDEN , EMMA HOPE HOWDEN

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

x

Australian Government
Australian Taxation Office

MRS EMMA H HOWDEN
50 GARDENIA STREET
BLACKBURN VIC 3130

Our reference: 7165053892569
Phone: **13 28 66**

21 November 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello EMMA,

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

Notice number	2411165360471
Vendor name	EMMA HOPE HOWDEN
Clearance Certificate Period	21 November 2025 to 23 November 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

Australian Government
Australian Taxation Office

MR TIMOTHY HOWDEN
50 GARDENIA STREET
BLACKBURN VIC 3130

Our reference: 7165053818318
Phone: **13 28 66**

21 November 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello TIMOTHY,

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

Notice number	2411165359281
Vendor name	TIMOTHY HOWDEN
Clearance Certificate Period	21 November 2025 to 23 November 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

GST residential withholding – Vendor Notification
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwith)

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

Vendor(s) details
Name of Vendor(s): TIMOTHY JOHN HOWDEN, EMMA HOPE HOWDEN

Section 1 Vendor(s) GST Withholding Notification please tick

Does the Vendor(s) make a taxable supply in relation to the sale ☑ NO ☐ YES

Unit 2 54 GARDENIA Street BLACKBURN VIC 3130 & Carspace (property) ?

The Purchaser/recipient is not required to make payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cwith)* in relation to the supply of the above property.

The Purchaser is required to withhold an amount of **$__NOT REQUIRED__**

Signature of Vendor(S) ..... Tim Howden Emma H. Howden .....
TIMOTHY JOHN HOWDEN, EMMA HOPE HOWDEN

Dated the 21st day of November 2025

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

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

VOLUME 09336 FOLIO 133 Security no : 124130025184G
Produced 18/11/2025 08:23 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 013754.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08457 Folio 354
Created by instrument H570150 12/07/1979

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TIMOTHY JOHN HOWDEN
EMMA HOPE HOWDEN both of 50 GARDENIA STREET BLACKBURN VIC 3130
AW467531X 19/01/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW467532V 19/01/2023
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP013754 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: UNIT 2 54 GARDENIA STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 19/01/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP013754

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

VOLUME 09336 FOLIO 142

Security no : 124130210132C
Produced 25/11/2025 02:57 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 013754.
CAR PARK
PARENT TITLE Volume 08457 Folio 354
Created by instrument H570150 12/07/1979

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TIMOTHY JOHN HOWDEN
EMMA HOPE HOWDEN both of 50 GARDENIA STREET BLACKBURN VIC 3130
AW467531X 19/01/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW467532V 19/01/2023
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP013754 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: 54 GARDENIA STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 19/01/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP013754

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DOCUMENT END

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Document Type	**Plan**
Document Identification	**RP013754**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**18/11/2025 20:23**

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PLAN OF STRATA SUBDIVISION | EDITION 1 | RP013754

LOCATION OF LAND

PARISH:	NUNAWADING
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	-
CROWN PORTION:	83 (PT)
TITLE REFERENCE:	VOL. 8457 FOL. 354
LAST PLAN REFERENCE:	LOT 1 ON LP45727
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	54 GARDENIA STREET BLACKBURN 3130

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: ALLAN DE W. VAN
Certification Date: 28/01/1976

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF NUNAWADING on 14/05/1979

REGISTERED DATE: 12/07/1979

PLAN UPDATED BY REGISTRAR IN AN661031Q 02/08/2022

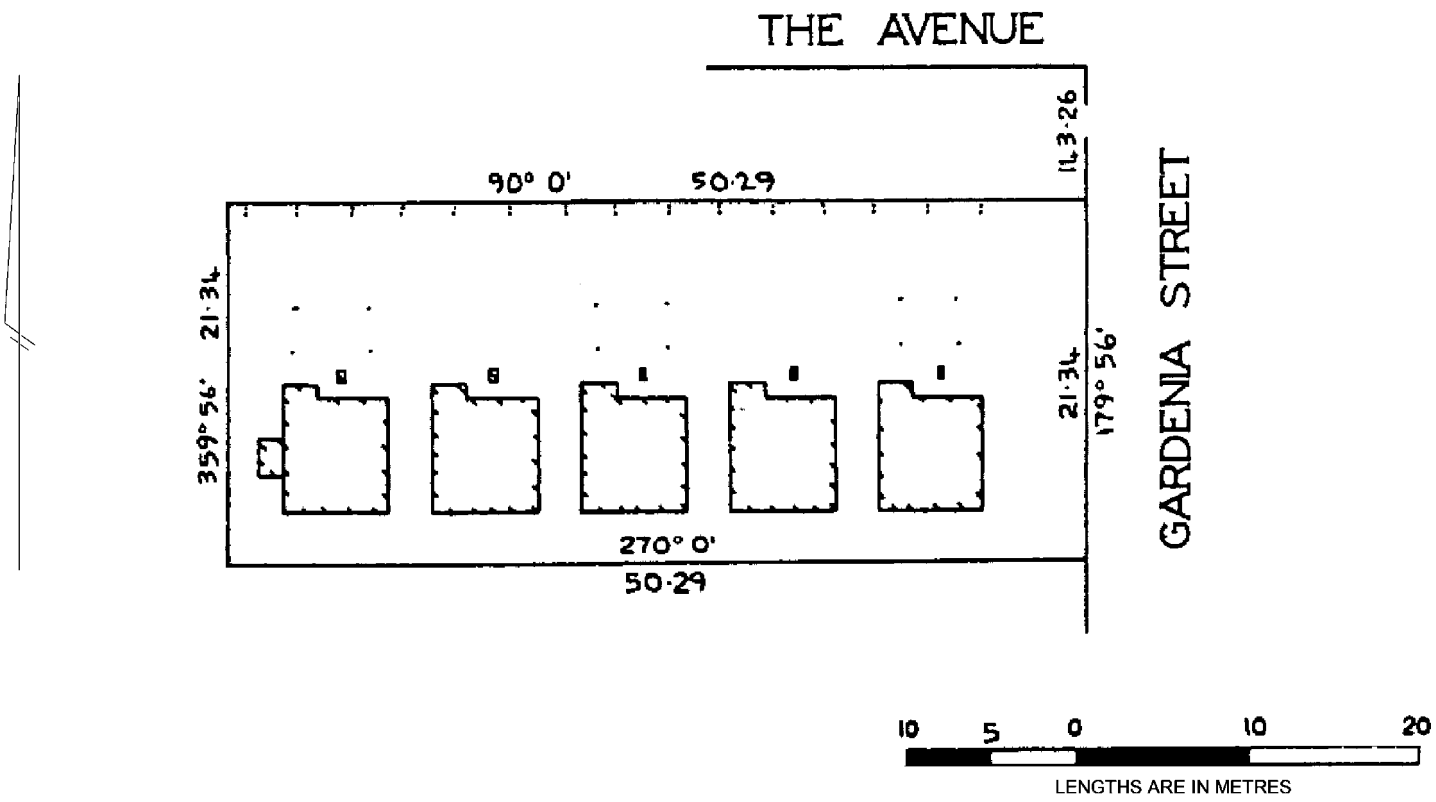


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

MEASUREMENTS ARE IN METRES

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LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 10 ARE TWO STOREY BUILDINGS.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1 TO 10 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

TABLE

LOT	RELEVANT STOREY
LOTS 1, 3, 5, 7 & 9	GROUND STOREY
LOTS 2, 4, 6, 8 & 10	TOPMOST STOREY

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 11 TO 20 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 11 TO 20 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE THAT PART OF THE SITE.

LOTS 11 TO 20 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
OUTSIDE FACE OF WALL: BOUNDARIES BETWEEN A LOT AND THE COMMON PROPERTY
MEDIAN: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1	COLUMN 2
LOTS 1 TO 10	LOTS 11 TO 20

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

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PLAN OF STRATA SUBDIVISION

RP013754

DIAGRAM 1
GROUND LEVEL

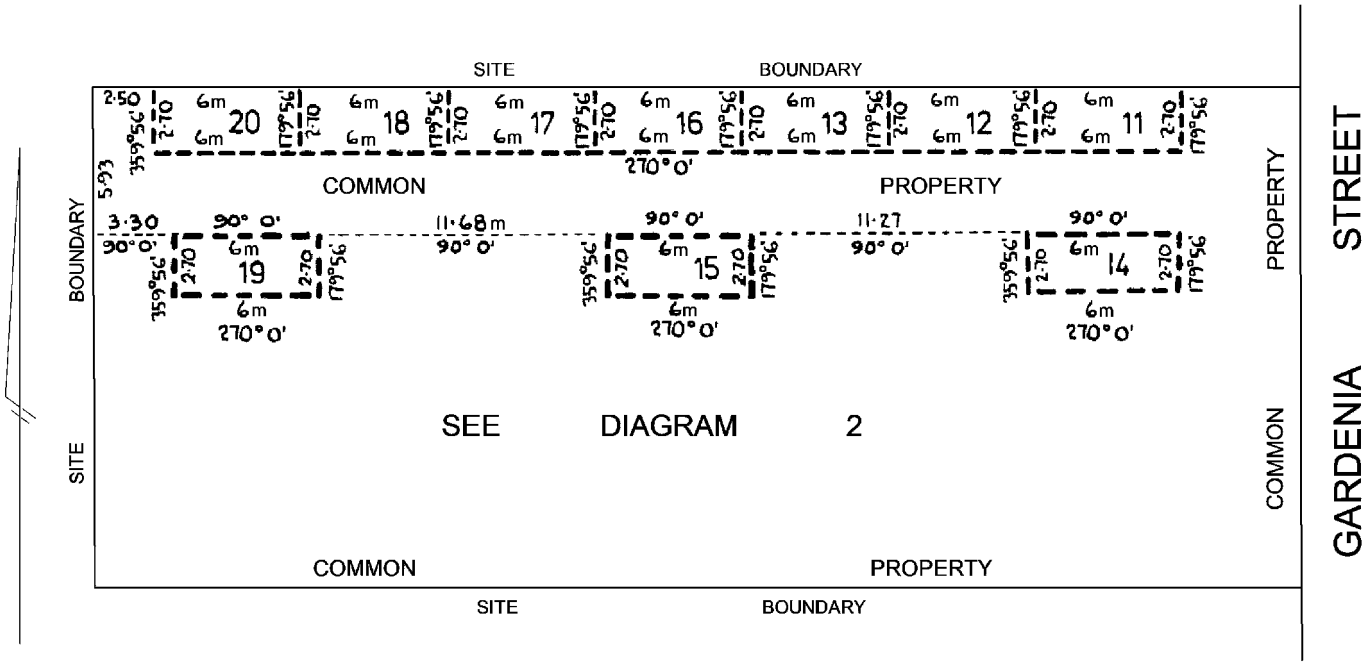
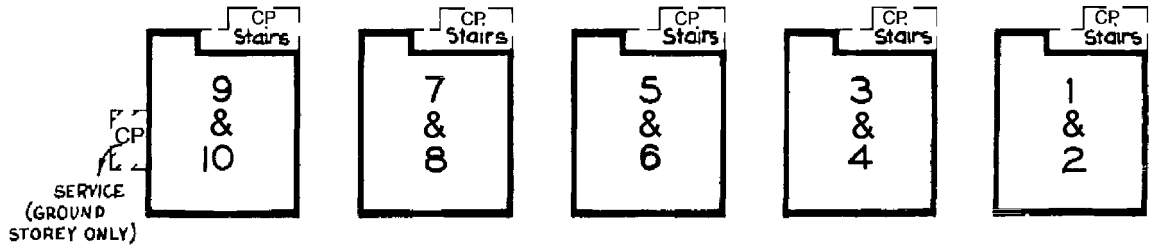


DIAGRAM 2
GROUND STOREY &
TOPMOST STOREY



5 2·5 0 5 10
LENGTHS ARE IN METRES

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP013754

The land in RP013754 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 20.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
54 GARDENIA STREET BLACKBURN VIC 3130

RP013754 12/07/1979

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	95	95
Lot 2	95	95
Lot 3	95	95
Lot 4	95	95
Lot 5	95	95
Lot 6	95	95

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/11/2025 08:23:55 PM

OWNERS CORPORATION
PLAN NO. RP013754

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	95	95
Lot 8	95	95
Lot 9	95	95
Lot 10	95	95
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Lot 17	5	5
Lot 18	5	5
Lot 19	5	5
Lot 20	5	5
Total	**1000.00**	**1000.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

5/54 Gardenia Street,
Blackburn 3130

14 November 2025

Dear Fabian,

Sale of Unit 2 and Accessory Unit 11
54 Gardenia Street, Blackburn

Please find enclosed an Owners Corporation Certificate as at today's date in regard to the above property.

The enclosed minutes represent a record of all resolutions made at the last annual general meeting.

I have enclosed a printed photo of our Certificate of Insurance. I hope it is good enough for your purposes.

Please feel free to contact me if you need any further information.

Kind regards,

John Finlayson

Secretary OCPN 13754

Mobile: 0415 587 453
Email: jfin@tpg.com.au

Owners Corporation Certificate

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation number 013754

Address: 54 Gardenia Street, Blackburn, Victoria 3130

This certificate is issued for Unit 2 and Accessory Unit 11 on Plan of Subdivision Number RP013754T

Postal address: Unit 2, 54 Gardenia Street, Blackburn, Vic 3130

Applicant for the certificate: Spin Conveyancing

Address for delivery of certificate: PO Box 1294 Waverley Gardens VIC 3170

Date that the application was received: 13 November 2025

Important:

The information in this certificate is issued on 14 November 2025

You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot per quarter are: $250 per quarter
2.	The date which the fees for the lot have been paid up to is: 30 September 2025
3.	The total of any unpaid fees or charges for the lot is: NIL
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NIL
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above are: The committee is seeking advice and obtaining quotations to restore the concrete stairs in front of all units. Quotes so far indicate a total cost of around $40,000, that is, $4,000 per unit.

6.	The owners corporation has the following insurance cover: • company name: AAI Limited trading as GIO • policy number: HGS003869743 • type of policy: Strata Insurance • buildings covered: Units 1-10 /54 Gardenia Street, Blackburn Vic • building amount: $3,186,100 • public liability amount: $20,000,000 • renewal date: 17 March 2026
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: NO
8.	The total funds held by the owners corporation: The statement of financial position at the end of the last financial year of the owners corporation on 30 June 2025 was: Assets: Cash at Bank $10,395.67 Liabilities: $ Nil
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: NONE
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: There are no agreements to provide services as at 14 November 2025
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details: There are no notices or orders served as at 14 November 2025
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details: The secretary is not aware of any legal proceedings as at 14 November 2025
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details: NO

15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? NO
16.	Documents required to be attached to the owners corporation certificate are: A copy of all resolutions made at the last annual general meeting. A copy of the consolidated rules registered at Land Victoria. A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
17.	Note: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Mr John Finlayson, Unit 5/54 Gardenia Street, Blackburn Vic 3130

DATED the 14th day of November 2025

This owners corporation certificate was prepared and sealed by: John Finlayson, Secretary and Chairperson OC No.13754

(signature)

(print name) John L. Finlayson

The common seal of Owners Corporation number 13754

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006*



Owners Corporation PN 13754, 54 Gardenia Street, Blackburn

Minutes of Annual General Meeting for year ended 30 June 2024

Date Thursday, 6 March 2025
Place 52 Gardenia Street, Blackburn

Present: Geoff Harrison as proxy for Patricia Harrison (flat 1), John Finlayson (flat 5) and as proxy for Prue Dobbin (flat 9), Peter & Lachlan Brierley (flat 6), Grant Matthews and Nicole (flat 7)

Apologies: Tim and Emma Howden (flat 2), Rick and Eileen Allen (flat 8)

Meeting commenced at 7.30 pm, chaired by John Finlayson (as OC chairperson), there being no other nomination.

John Finlayson nominated as minute-taker. *All in favour*

Minutes of the previous AGM held on 29 February 2024 were approved without alteration.
All in favour

Business arising from previous minutes:

All matters arising from the previous minutes had been referred to the committee. See next item.

Report of committee activities:

1. Repointing brickwork of front wall, flat 7 - Completed March 2024. Cost $1,200, paid from general budget funds.

2. Concrete repair/painting of all access stairs - No further advice received since quote obtained in October 2023 for $38,000. Committee still seeking advice on what work is necessary to restore the stairs. Further quotes to be obtained. Ongoing.

3. Repair/painting of fascia boards - By February 2024 all owners had contributed equally to the initial cost of $16,800. After last AGM the committee decided to include painting the eaves at a further cost of $4,800, again collected by special levy. Job completed in May/June 2024. Committee appreciates prompt payment that allowed the project to proceed.

4. Roof repair, flats 5 & 6 - Total roof replacement for flats 5 & 6 completed in May 2024, as approved at the last AGM. Tiles were selected as best match to existing roofs. Total price of $13,684 was shared by the owners of these two lots - $6,567 (flat 5), $6,567 + $550 (extractor fan) (flat 6). No problems regarding the roofs of other flats have been reported, as proposed at the last AGM.

5. Storm water drains - The 2 drains from the main carport, running under the driveway, were found to be broken after a small sink-hole appeared in the gravel on the south side of the driveway. These were repaired in October 2024 at cost of $4,200, collected by special levy.

Election of committee members:

The following owners/proxies nominated to be on the committee and were elected; Prue Dobbin, Peter Brierley, Tim Howden, Rick Allen, John Finlayson.

All in favour

Financial matters:

Accounts - Ledger of Income and Expenses for 2023/2024 was presented showing a deficit of $50.10 for the year and bank balance of $8,016.20 at 30 June 2024.

Insurance – An "insurance valuation" was obtained in November 2024, as required by law every 5 years (cost $1,100). According to this valuation the estimated cost would be $2.750m to replace the 10 units, including carports, fences, driveway etc.
Our current insurance cover is $3.034m (2024-25) with GIO, a slightly higher sum.
Peter obtained comparison quotes from several other insurers. The premiums quoted were all above our current building insurance premium of $4,240 with GIO (2024-25).

The renewal of our policy with GIO is due 17 March 2025. The premium has dropped to $4,043 (2025-26) for building replacement cover of $3.186m. Standard excess has increased to $1,000. Meeting agreed to renew the policy. *All in favour*

Budget - Proposed budget for 2024/2025 was presented showing estimated deficit for the year of $660. This was based on total estimated insurance costs of $5,500 ($4,400 premium and $1,100 valuation report). This total can be reduced to $5,143 because the actual premium is now known to be $4043.
The estimated deficit for the year is reduced to $303. Budget approved. *All in favour*

Service Fees – John recommended quarterly fees remain at $250 *All in favour*

Secretary fees – Fees paid to the secretary to remain at $375 per quarter. *All in favour*

Appointment of Secretary and Chairperson:

John advised that as chairperson and secretary of the committee he was by law automatically chairperson and secretary of the Owners Corporation. The new committee will elect the next chairperson and secretary at their first meeting.

Other business:

Front fence - John proposed that the front fence be removed. Most of the rails are rotten and the Tea-tree sticks are regularly falling on the footpath. Tim Howden has offered to assist John in dismantling and dumping. All agreed the fence be removed and no new fence erected.
All in favour

Storm water - The drain from the carport at flat 9 needs inspection/repair. Water is not getting through to the collection pit. Also, the final pit in the south-west corner of the property needs repair. John is hoping both jobs can be done within the general maintenance budget.

Meeting closed at 8.15 pm.

John Finlayson, Secretary
10 March 2025

Enquiries 13 10 10
Claims 13 14 46 (24/7 for new claims)
gio.com.au

Certificate of Insurance

Please read the information on your Certificate of Insurance carefully.

Please also check the amount of cover meets your needs.

If any of the information below is incorrect or incomplete, please contact us on 13 10 10.

Policy number HGS003869743

Insured: Owners Corporation Plan Number 13754

Type of cover: Strata Insurance

Insured address	UNITS 1 - 10 54 GARDENIA STREET, BLACKBURN VIC 3130
Building sum insured	$3,186,100
Legal Liability	up to $20 million
Period of insurance	From 17 March 2025 until 11:59pm 17 March 2026

Excess details

You may be able to reduce your premium if you choose a higher standard excess.

Building standard excess $1,000

You will have to pay the following excesses in addition if they apply in the circumstances of your claim

Water damage excess	$200
Theft or burglary by tenants or their guests excess	$500
Malicious acts or vandalism by tenants or their guests excess	$500
Earthquake and tsunami excess	$300
Unoccupied excess	$1,000

Rang GIO 20/2/25.
$1000 excess is the lowest option now available. J.F.

Issue Date: 5 February 2025

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Property Clearance Certificate

Land Tax

SPIN CONVEYANCING

Your Reference:	LD:78821158-014-5.25HOWDI
Certificate No:	94272251
Issue Date:	19 NOV 2025
Enquiries:	LXO1

Land Address: UNIT 2, 54 GARDENIA STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9365679	2	13754	9336	133	$121.84

Vendor: EMMA HOPE HOWDEN & TIMOTHY JOHN HOWDEN

Purchaser: TBA

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TIMOTHY JOHN HOWDEN	2025	$168,000	$975.00	$0.00	$121.84

Comments: Land Tax of $975.00 has been assessed for 2025, an amount of $853.16 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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):	$395,000
SITE VALUE (SV):	$168,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$121.84**

Notes to Certificate - Land Tax

Certificate No: 94272251

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 = $975.00

Taxable Value = $168,000

Calculated as $975 plus ($168,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $3,950.00

Taxable Value = $395,000

Calculated as $395,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94272251

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: 94272251

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

SPIN CONVEYANCING

Your Reference:	LD:78821158-014-5.25HOWDEN-P
Certificate No:	94272251
Issue Date:	19 NOV 2025
Enquires:	LXO1

Land Address:	UNIT 2, 54 GARDENIA STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9365679	2	13754	9336	133	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	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:	$395,000
SITE VALUE:	$168,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94272251

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

SPIN CONVEYANCING

Your Reference:	LD:78821158-014-5.25HOWDEN-P2.
Certificate No:	94272251
Issue Date:	19 NOV 2025

Land Address:	UNIT 2, 54 GARDENIA STREET BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
2	13754	9336	133

Vendor: EMMA HOPE HOWDEN & TIMOTHY JOHN HOWDEN

Purchaser: TBA

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: 94272251

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: 94272259

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: 94272259

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.

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 3861
Date of Issue: 19 November 2025
Applicant's Reference: 78821158-018-3:85743

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

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

Assessment Number:	29668	**Check Digit**:	1
Property Description:	LOT 2 RP 13754		
Property Address:	2/54 Gardenia Street, BLACKBURN VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	$165,000
Capital Improved Value:	$390,000
Net Annual Value:	$19,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026
DECLARED BY COUNCIL 16 JUNE 2025
EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	555.70
ESVF Fixed Charge	136.00
ESVF Variable Rate	67.45
Waste Service Charges	337.25
TOTAL CURRENT LEVIED	**$1,096.40**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$730.94**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

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

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L

For further information on the items that the waste service charges can comprise of, please see:
https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge

COMMENTS:

Authorised Officer: 

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000296681
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

18th November 2025

SPIN CONVEYANCING C/- LANDATA
LANDATA

Dear SPIN CONVEYANCING C/- LANDATA,

RE: Application for Water Information Statement

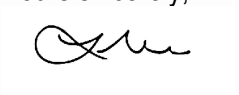
Property Address:	2/54 GARDENIA STREET BLACKBURN 3130
Applicant	SPIN CONVEYANCING C/- LANDATA LANDATA
Information Statement	30991788
Conveyancing Account Number	7959580000
Your Reference	25HOWDEN-P2.54

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	2/54 GARDENIA STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	2/54 GARDENIA STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

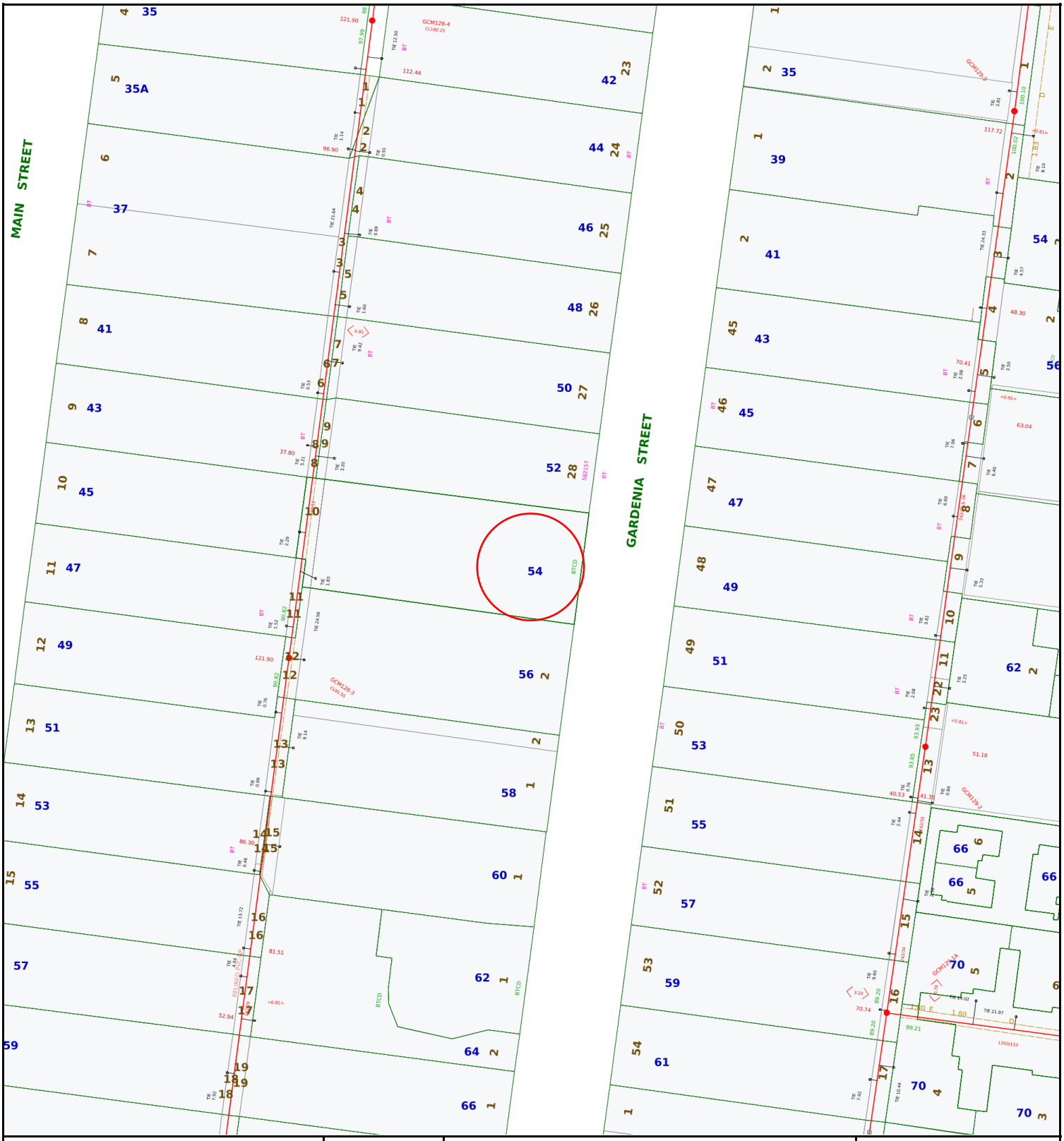
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water

Information Statement Number: 30991788

Address	2/54 GARDENIA STREET BLACKBURN 3130
Date	18/11/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

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yvw.com.au

SPIN CONVEYANCING C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6705012456
Rate Certificate No: 30991788

Date of Issue: 18/11/2025
Your Ref: 25HOWDEN-P2.54

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/54 GARDENIA ST, BLACKBURN VIC 3130	2\RP13754	1245300	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	$21.26	$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	$122.58	$0.00
Parks Fee	01-10-2025 to 31-12-2025	$22.63	$0.00
Drainage Fee	01-10-2025 to 31-12-2025	$31.51	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1245300

Address: UNIT 2/54 GARDENIA ST, BLACKBURN VIC 3130

Water Information Statement Number: 30991788

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 67050124569

Amount Paid		**Date Paid**		**Receipt Number**	

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 10 November 2025 03:21 AM

PROPERTY DETAILS

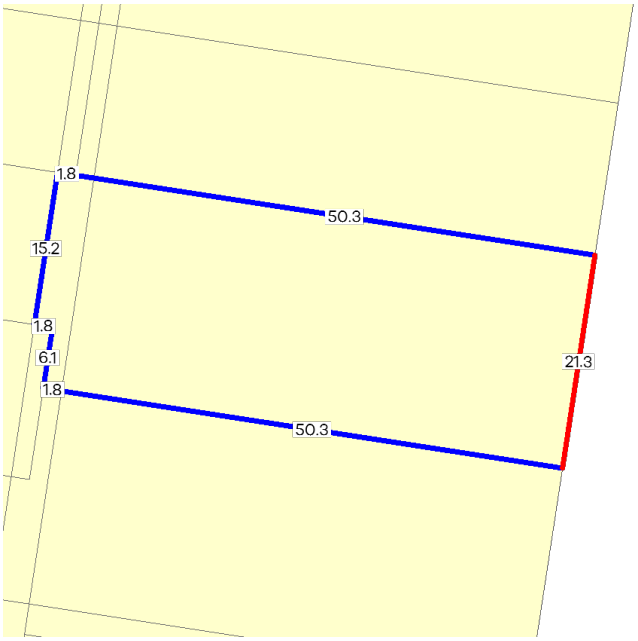
Address:	**2/54 GARDENIA STREET BLACKBURN 3130**
Lot and Plan Number:	**Lot 2 RP13754**
Standard Parcel Identifier (SPI):	**2\RP13754**
Local Government Area (Council):	**WHITEHORSE**
Council Property Number:	**235084**
Directory Reference:	**Melway 47 K11**

www.whitehorse.vic.gov.au

Note: There are 11 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1140 sq. m
Perimeter: 151 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.

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 25 November 2025 09:40 PM

PROPERTY DETAILS

Address:	**2/54 GARDENIA STREET BLACKBURN 3130**
Lot and Plan Number:	**Lot 2 RP13754**
Standard Parcel Identifier (SPI):	**2\RP13754**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**235084**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 K11**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

OTHER

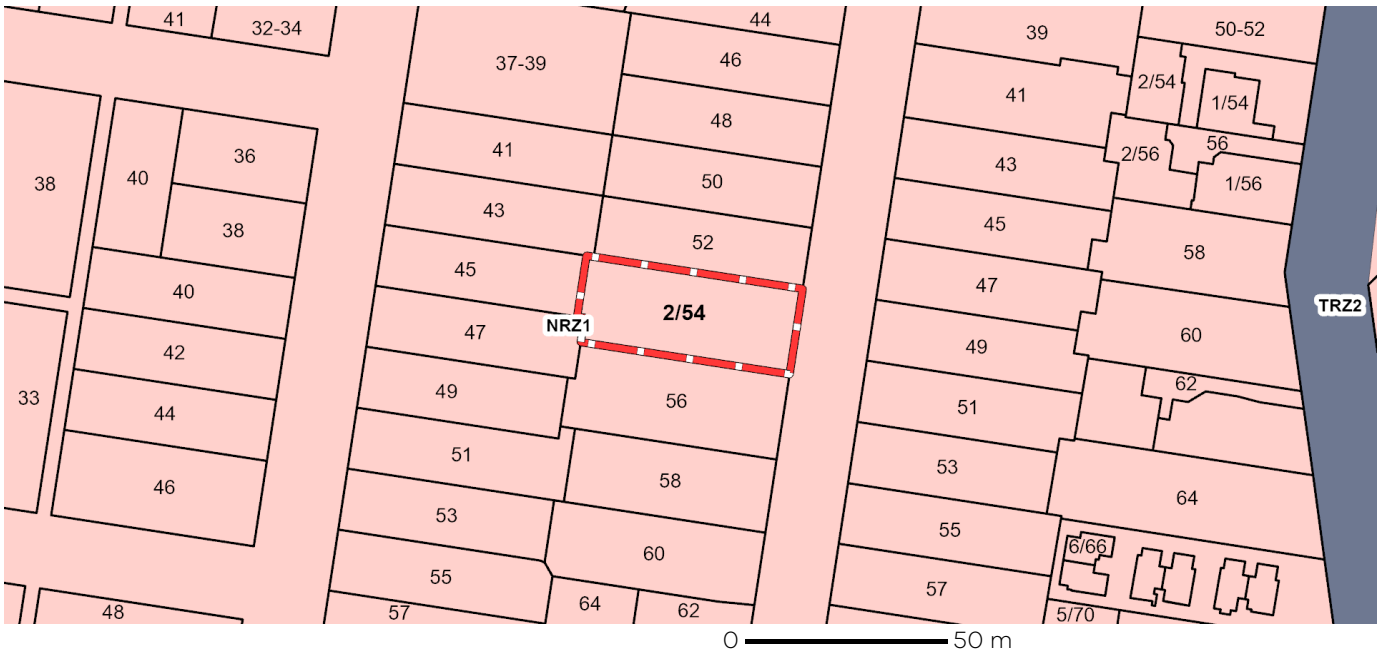
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



NRZ - Neighbourhood Residential

TRZ2 - Principal Road Network

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

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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).

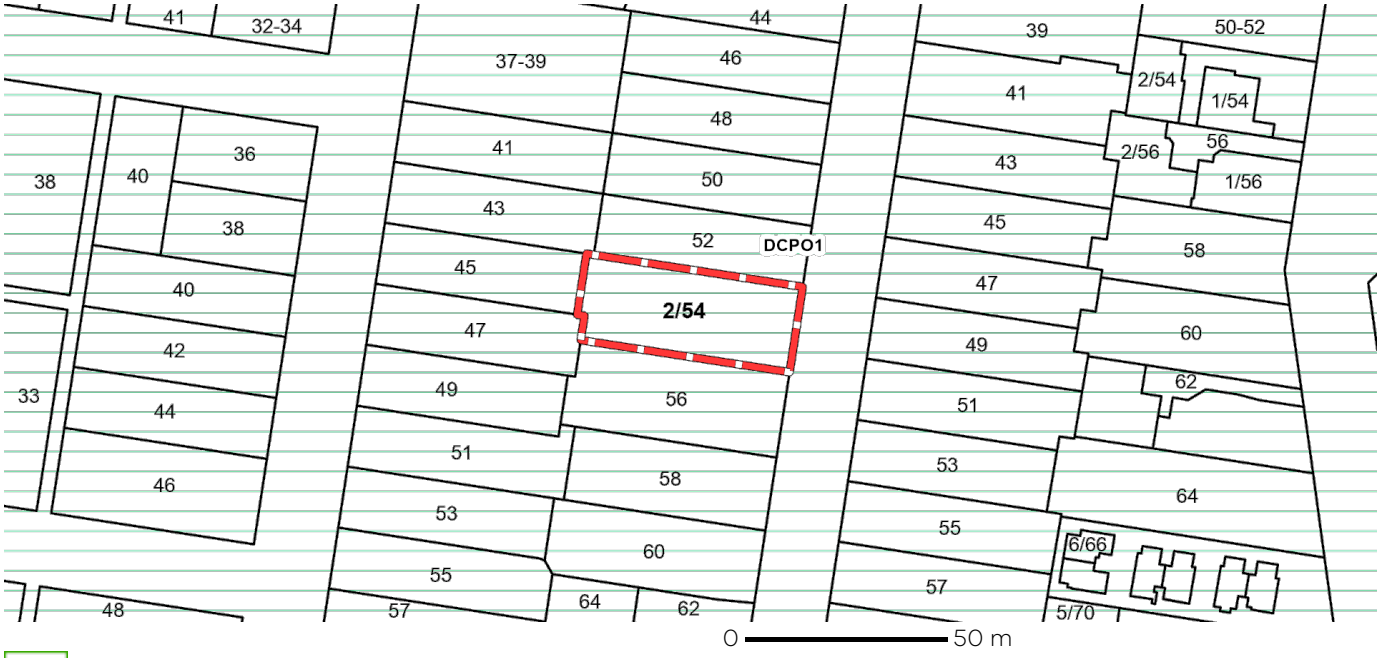
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

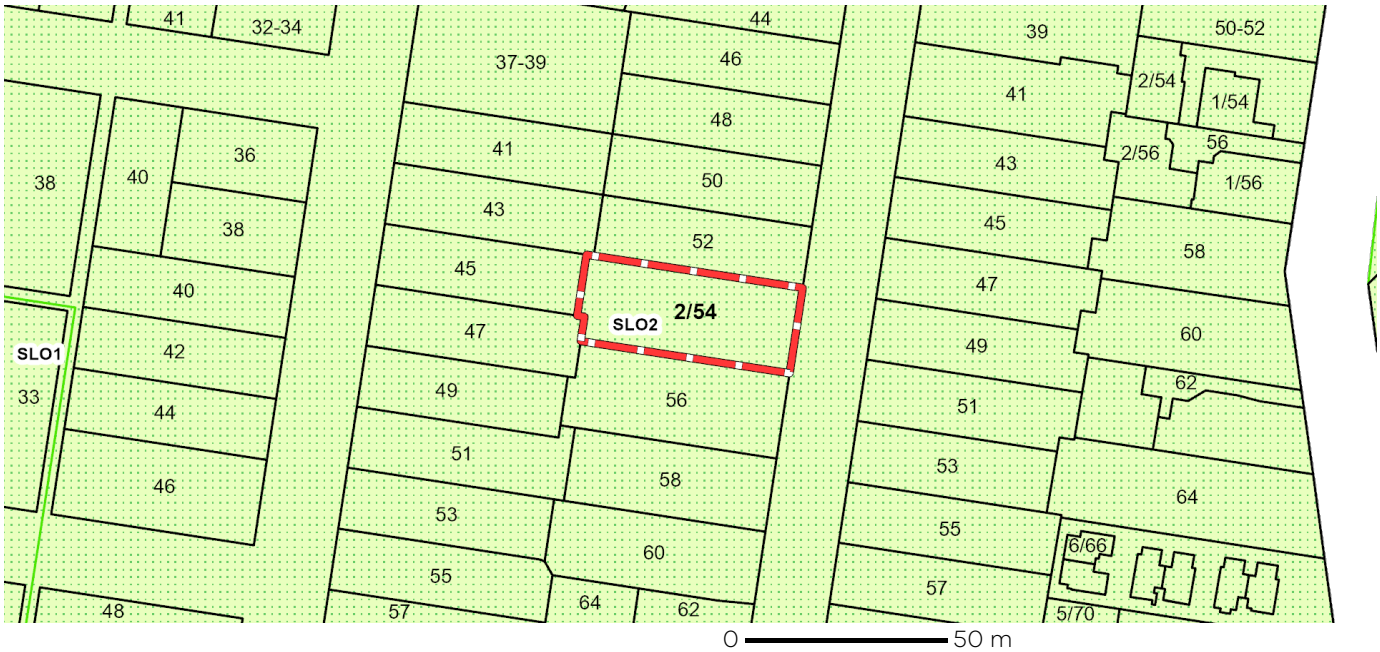


DCPO - Development Contributions Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 (SLO2)



SLO - Significant Landscape Overlay

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)



NCO - Neighbourhood Character Overlay

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

Further Planning Information

Planning scheme data last updated on 14 November 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may 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).