

CONTRACT OF SALE

VENDORS:

JYE RHYS HOLLAND
AND
HOLLY JO DEBONO

PROPERTY:

91 FRAWLEY LANE, EPPALOCK, 3551

SARGEANTS MONASH PTY LTD (Licence 000867L) ABN 24 154 144 493,
REBECCA HALL – Director (Licence 000547L)
Licences held under the Conveyancers Act 2006
Professional Indemnity Insurance is held against civil liability in the amount of $2,000,000.00
Phone: 03 9557 0707 Address: Level 1, 769 Centre Road, Bentleigh East 3165

CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.
The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

And in that order of priority.
The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions

SIGNING OF THIS CONTRACT

The authority of a person signing:
Under power of attorney; or
As director of a corporation; or
As agent authorised in writing by one of the parties
Must be noted beneath the signature.
Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of this contract comprising:

- Form 1 (Contract of Sale of Real Estate--------Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate--------General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER…… on……/…../202….

print name of person signing……
State nature of authority if applicable
(e.g. "director", "attorney under power of attorney") …….

This offer will lapse unless accepted within [ ] clear business days (3 if none specified)

SIGNED BY THE VENDOR…… on……/…../202….

JYE RHYS HOLLAND AND HOLLY JO DEBONO

print name of person signing……
State nature of authority if applicable
(e.g. "director", "attorney under power of attorney") …….

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

IMPORTANT NOTE TO PURCHASERS

Cooling-off period **Section 31 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's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within the 3 clear business days **before or after** a publicly advertised auction;
- The property is used mainly for industrial or commercial purposes;
- The property is more than 20 hectares in size and is used mainly for farming;
- You and the vendor previously signed a similar contract for the same property, or
- You are an estate agent or a corporate body

PARTICULARS OF SALE

REAL ESTATE AGENT: PH PROPERTY
29 Mundy Street
BENDIGO 3550 VIC
Tel: 03 5454 1999
E: reception@phproperty.com.au

VENDOR: **JYE RHYS HOLLAND AND HOLLY JO DEBONO**

VENDORS CONVEYANCER: Sargeants - Glen Eira & Monash
Premium Conveyancing Services
Level 1, 769 Centre Road, Bentleigh East, 3165
Tel: 9557 0707
E: adele@sargeantsmonash.com

PURCHASER:

PURCHASERS REPRESENTATIVE:

STREET ADDRESS: **91 Frawley Lane EPPALOCK VIC 3551**
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title VOLUME 9921 FOLIO 892

GOODS: All fixed floor coverings, electric light fittings and window furnishings.

PRICE $

DEPOSIT $_____ 10% on the signing hereof

BALANCE $_____

PAYMENT OF BALANCE is due on:

...../...../……..;
being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the Land and Goods shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.
*If the vendor **is** required to collect GST and the price above does **not** include GST you must write the words "**plus GST**" in the appropriate box headed **GST** on the following page.*
*If the purchaser is **not** entitled to vacant land possession of the land being sold you must write the words "**subject to lease**" in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

GST (refer to general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box

If this is a sale of 'farming business' or 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'** to this box

Settlement
is due on date for PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE
unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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

If this Contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

And refer to general condition 23 and add any further provisions by way of special conditions

Encumbrances
This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage'** appear in this box

If the sale is 'subject to an existing mortgage' the particulars of the mortgage are:

Special Conditions
This contract does not include any special conditions unless the words 'special conditions' appear in this box

Special Conditions

Loan (refer to general conditions 14)

The following details apply if this contract is subject to a loan being approved:

Lender:
Amount:
Approval date:

GST WITHHOLDING NOTICE

Purchaser must make a GST withholding Payment: **No** [X] **Yes** [ ]

(if yes, vendor must provide further details)
If further details below are not fully completed at the Contract date, the Vendor must provide all these Details in a separate notice at least 14 days before The due date for settlement

~~**GST Withholding Payment Details**~~

~~Frequently the supplier will be the Vendor. However, sometimes further information Will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.~~

~~Suppliers name:~~

_____

~~Suppliers Business address~~

_____

~~Suppliers email address~~

_____

~~Suppliers Phone Number~~

_____

~~Supplier's proportion of the GST Withholding Payment:~~

_____

~~If more than one supplier, provide details above for each supplier~~

~~Amount purchaser must pay – price multiplied by the GST withholding rate:~~
~~Amount must be paid: [ ] at completion [ ] at another time (specify)~~
~~Is any of the consideration not expressed as an amount in money? [ ] No [ ] Yes~~

~~*if yes, the GST inclusive market value of non-monetary consideration:~~

~~Other details (including those required by regulation or the ATO forms)::~~

~~Signature – Vendor/s~~

_____

~~Full name/s (Please Print)~~

_____

Special Conditions

1. Foreign resident capital gains withholding

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

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

1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

1.4 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.

1.5 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 in this special condition; and

(b) Ensure that the representative does so.

1.6 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 special 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 special 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.

1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) The settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1.8 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.

1.9 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.

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

2 Electronic Conveyancing **EC**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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.*

2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.

2.3 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.*

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the

purposes of any electronic transactions legislation.

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

2.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Identity of the Land

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied.

It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including cladding may be combustible and may require removal or replacement at his cost.

6. Solar Panels

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

8. Warranties and Exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

9. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

10. Purchaser a resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non- objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

11. Stamp Duty - More than one purchaser

(a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions").

Name: ....%

Name: ....%

Total 100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative 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 in the contract or any other matter whatsoever.

(e) This Special Condition shall not merge on completion of this contract.

12. State Revenue Office Duties Online

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

(a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties Online (DOL) system and provide the purchaser with the

DOL document ID number.

(b) The electronic Duties online document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than five (5) business days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties.

(c) Should the purchaser fail to finalize the electronic Duties Online document at least five (5) business days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of five (5) business days after the vendor resigns the electronic Duties On Line document.

13. Acceptance of Title

General Condition 12.4 will be added to the General Conditions in the contract.
Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

14. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

15. Non payment of the whole or part of the deposit

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

16. Adjustments

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor.

17. Amendment and interpretation of the General Conditions

The following General Conditions shall not apply to this contract - 7, 8, 24.4, 24.5, 24.6 and 28.3 (c).
General Condition 25 (a) is amended to include "Compensation for any reasonably foreseeable loss to the other party resulting from the breach; including any Land Tax or other tax which is imposed on the Vendor as a result of the settlement not taking place before 31 December of the current year, when the due date in the contract is delayed as a result of the default of the purchaser until after 31 December"

18. Electronic signature

18.1 In this special 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.

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

18.3 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.

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

18.5 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.

18.6 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 contact.

19. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The Purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

19.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and

19.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and

19.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
   a) Any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
   b) Any reservations in the crown grant; and
   c) Any lease referred to in the particulars of sale.

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

1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**, save that General Condition 12.4 has been added.

2.2 The warranties in the general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
   a) Has, or by the due date for settlement will have, the right to sell the land; and
   b) Is under no legal disability; and
   c) Is in possession of the land, either personally or through a tenant; and
   d) Has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have a priority over the interest of the purchaser; and
   e) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
   f) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The Vendor further warrants that the vendor has no knowledge of the following;
   a) Public rights of way over the land;
   b) Easements over the land;
   c) Lease or other possessory agreement affecting the land;
   d) Notice or order affecting the land which will not be dealt with at settlement other than the usual rate notices and any land tax notices;
   e) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general condition 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 or Part II of the Act

2.6 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 home was carried out in a property and workmanlike manner; and
   b) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
   c) Domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition2.6.

3. Identity of the land

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

3.2 The purchaser may not:
   a) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
   b) Require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interest affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, 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.

7.3 If the purchaser is given the details of the vendors date of birth under condition 7.2 the purchaser must –

(a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and

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

7.4 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 Properties and 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 Properties and Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6 the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property –

(a) That –

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

(ii) Has a market value of not more than $5,000.00 or, if a greater amount has been prescribed for the purposes of section 41(1) of the **Personal Properties and 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.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of persona; property described in general condition 7.5 if –

(a) The personal property is of a kind that may or must be described by serial number in the Personal Properties and 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.

7.7 a release for the purposes of general condition 7.4(A) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser received a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

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

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchasers reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12, 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 earlier; and

(b) Any reasonable costs incurred by the vendor as a result of the delay –
As though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Properties and Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise

8. 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.

9. General law land

9.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.

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

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under operation on the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10:00am and 4:00pm unless parties agree otherwise.

11. Payment

11.1 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.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 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 do 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.

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

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

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

13. GST

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

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

(b) if the particulars of sale specify that the supply made under this contract is 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

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

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

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

13.4 If the particulars of sale specify that the supply made under this contract is of land 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.

13.5 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.

13.6 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.

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

13.8 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.

14. Loan

14.1 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.

14.2 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 the written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

15. Adjustments

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

15.2 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by

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

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or other document by any party, whether the expression ‘give’ or ‘serve’ or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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

22. 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.

23. Terms contract

23.1 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 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.

23.2 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 contract insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver all 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 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 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 the 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.

24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2 but may claim compensation from the vendor at settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000.00 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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; including any Land Tax or other tax which is imposed on the Vendor as a result of the settlement not taking place before 31 December of the current year, when the due date in the contract is delayed as a result of the default of the purchaser until after 31 December and,

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

DEFAULT

26. Interest

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

27. Default notice

27.1 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.

27.2 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 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.

28. Default not remedied

28.1 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.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and 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 reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid all the money paid under this 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.

28.4 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.

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

GUARANTEE

I/We

Of

(hereinafter called “the Guarantors” IN CONSIDERATION of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole or such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the day of 20….

SIGNED SEALED AND DELIVERED

By the Guarantors ……..

……..

In the presence of:

Witness ……

Sargeants Glen Eira & Monash

-Premium Conveyancing Services-
Phone: 9557 0707 Office: Level 1, 769 Centre Road, Bentleigh East 3165
SARGEANTS MONASH PTY LTD (Licence 000867L) ABN 24 154 144 493,
and REBECCA HALL – Director (Licence 000547L)
hold a Licence under the Conveyancers Act 2006
Professional Indemnity Insurance is held against civil liability in the amount of $1,500,000.00

SECTION 32 STATEMENT

VENDORS: **Jye Rhys Holland and Holly Jo Debono**
STREET ADDRESS: **91 Frawley Lane, EPPALOCK 3551**
LAND BEING SOLD: The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title VOLUME 9921 FOLIO 892

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings:

(a) The total of all outgoings, rates and charges are per the attached Certificates

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included or listed in the attached Certificates.

(c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

(a) Easements affecting the land - as set out in the documents attached (if any)

(b) Covenants affecting the land - as set out in the documents attached (if any)

(c) Leases affecting the land - as set out in the documents attached (if any)

(d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

(1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.

(2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

(a) Name of planning scheme is : **See Attached**

(b) The name of the responsible authority is: **See Attached**

(c) The zoning of the land is: **See Attached**

(d) The name of any planning overlay affecting the land: **See Attached**

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

(a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property

(b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

(c) **Agricultural chemicals**

Particulars of 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.

(d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.

(e) **Compulsory acquisition**

Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act* 1986.

(f) Notice issued by the Environment Protection Authority

(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any certificate including Owners Corporation Certificate annexed to this document.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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

Registered Builder - (Copy permit, final inspection and any warranty insurance)

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

POOL

Not applicable

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

(a) A current Owners Corporation Certificate issued in respect of the land being sold;

(b) The Owners Corporation Rules;

(c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;

(d) The most recent accounts and balance sheet of the Owners Corporation and

(e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE CONNECTED

electricity supply

sewerage

telephone services

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 their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected. **If not listed above as connected the service is NOT connected.**

TITLE

Attached are copies of the following documents:

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor/the owner in fee simple)

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

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

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

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

NOT APPLICABLE

DATE OF THIS STATEMENT …… ……../……./202……..

Signature of Vendor .....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

I irrevocably appoint Sargeants- Glen Eira & Monash as my agent for the purposes of completing this transaction and directing all payments and I charge the property as security for all fees.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDEGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

Signature of Purchaser ……. ……../……./202……..

Register Search Statement - Volume 9921 Folio 892

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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 09921 FOLIO 892 Security no : 124129994131K
Produced 18/11/2025 10:41 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 217318Y.
PARENT TITLES :
Volume 09878 Folio 420 Volume 09914 Folio 000
Created by instrument LP217318Y 15/12/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JYE RHYS HOLLAND
HOLLY JO DEBONO both of 91 FRAWLEY LANE EPPALOCK VIC 3551
AX429297K 08/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX429298H 08/11/2023
SUNCORP-METWAY LTD

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

DIAGRAM LOCATION

SEE LP217318Y 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: 91 FRAWLEY LANE EPPALOCK VIC 3551

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 08/11/2023

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 18/11/2025, for Order Number 89601875. Your reference: AD13325.

Delivered by LANDATA®, timestamp 18/11/2025 10:48 Page 1 of 1
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OFFICE USE ONLY

LP217318Y

EDITION 1

PARISH

NOTATIONS

LAND APPROPRIATED OR SET APART
ROAD R1 & R2 FOR WAY AND DRAINAGE

LOTS 4, 5 AND 6 HAVE BEEN OMITTED FROM THIS PLAN.

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS:
IN PROCLAIMED SURVEY AREA NO.

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES
TITLE REF: V. 9878 F. 420 V. 9914 F. 000
LAST PLAN REF: L.P. 217025Q LOT A

PLAN OF SUBDIVISION

COUNTY BENDIGO
PARISH EPPALOCK
SECTION 13
CROWN ALLOTMENTS 3 (PART) 4A 4B AND 4C

NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

SCALE 1:1000 | ORIGINAL SHEET SIZE A2

LENGTHS ARE IN METRES

OFFICE USE ONLY

LP 217318Y

VICTORIA

APPROX. TRUE NORTH

SECT. 20

ROAD

GOVT.

ROAD R1

ROAD R2

ROAD

9·706ha.
9·710ha.
9·511ha.
10·36ha.
16·61ha.
11·70ha.
8·003ha.

1 2 3 7 8 9 10

519·6
359°53'20" (524·6)
524·8
179°53'22"
524
179°53'20"
440
359°53'20" (515·4)
252·47
179°57'00"
209·62
179°57'00"
141·42
179°57'00"
121·10
89°57'00"
60·75
179°57'00"
121·51
179°57'00"
485·08
179°52'00"
485·03
179°52'
30·07
304·50
149°36'20"
115
179°58'00"
137·97
210°22'00"
52·01
207°21'40"
179°52'00"
150
179°52'
210
70·40
1009·7
269°57'
637·7
525·1
89°58'
343·78
178·78
20·12
89°57'
20·12
179°57'
106·22
146°03'00"
79·26
89°57'00"
233·08
603·1
185
89°55'
509·3
269°58'
365
180
139·26
114·41
165
207
165
314°56'
7·08
496·32
491°17'20"

CERTIFICATION BY SURVEYOR

I, IAN R. PALMER of 120 SERPELLS ROAD TEMPLESTOWE, certify that this plan has been prepared from a survey made under my immediate direction and supervision, in accordance with the *Surveyors Act 1978* and completed on 31 / 8 / 87 and that this plan is accurate and correctly represents the adopted boundaries and the classification of the survey is CS

Date: 4 - 9 - 87

Licensed Surveyor,
Surveyors Act 1978

I.R.PALMER & ASSOC. PTY. LTD.
120 Serpells Rd, Templestowe.
841-4390

SURVEYORS REF.
87079-2

AMENDMENTS

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY STRATHFIELDSAYE (SHIRE)
COUNCIL REF: 87-68

CERTIFICATE A
THIS PLAN ACCORDS WITH A PLAN
- SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON
- CONFIRMED BY THE PLANNING APPEALS BOARD ON
- AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE

DATE MUNICIPAL CLERK

CERTIFICATE B
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY
- THE COUNCIL ON
- THE PLANNING APPEALS BOARD ON

DATE MUNICIPAL CLERK

PLAN APPROVED
AT
ON 15-12-'89

(ASSISTANT) REGISTRAR OF TITLES

ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED
- DELETE WORDS NOT APPLICABLE

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 21 November 2025 11:13 AM

PROPERTY DETAILS

Address:	**91 FRAWLEY LANE EPPALOCK 3551**
Lot and Plan Number:	**Lot 7 LP217318**
Standard Parcel Identifier (SPI):	**7\LP217318**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**194350**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 44 H7**

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO EAST**

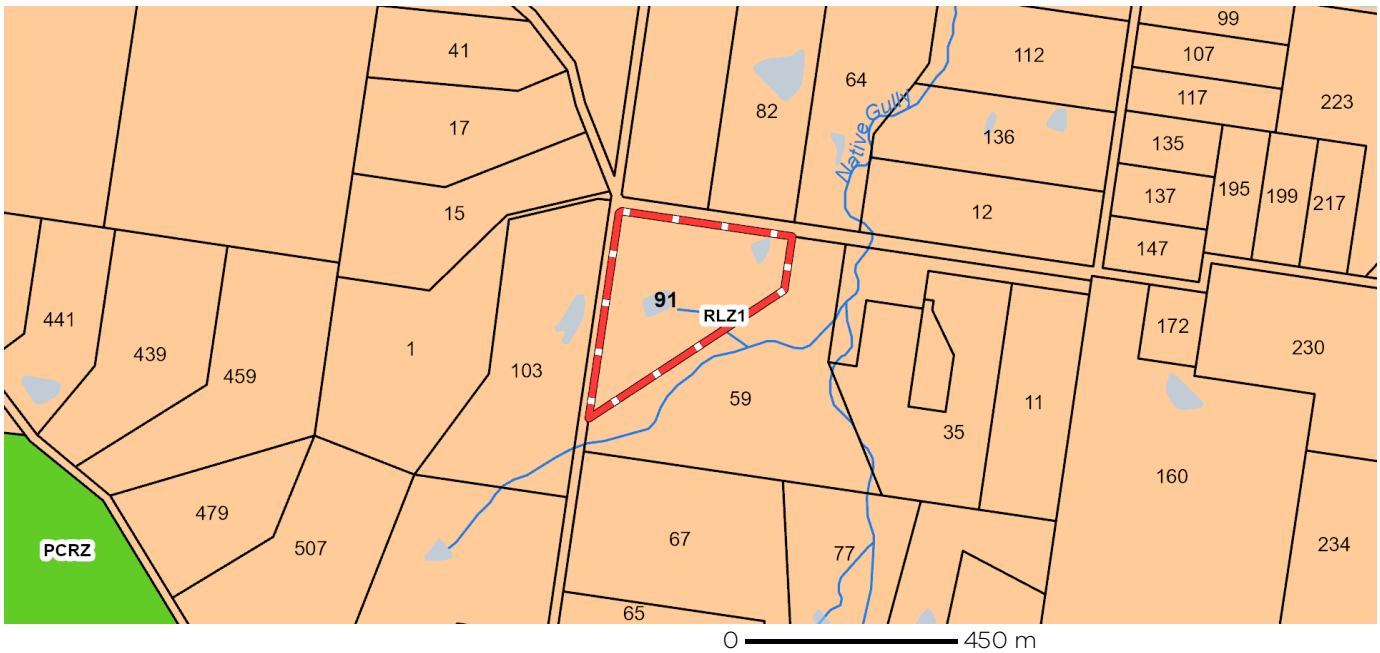
OTHER

Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

RURAL LIVING ZONE (RLZ)
RURAL LIVING ZONE - SCHEDULE 1 (RLZ1)



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

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Read the full disclaimer at https://www.vic.gov.au/disclaimer

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).

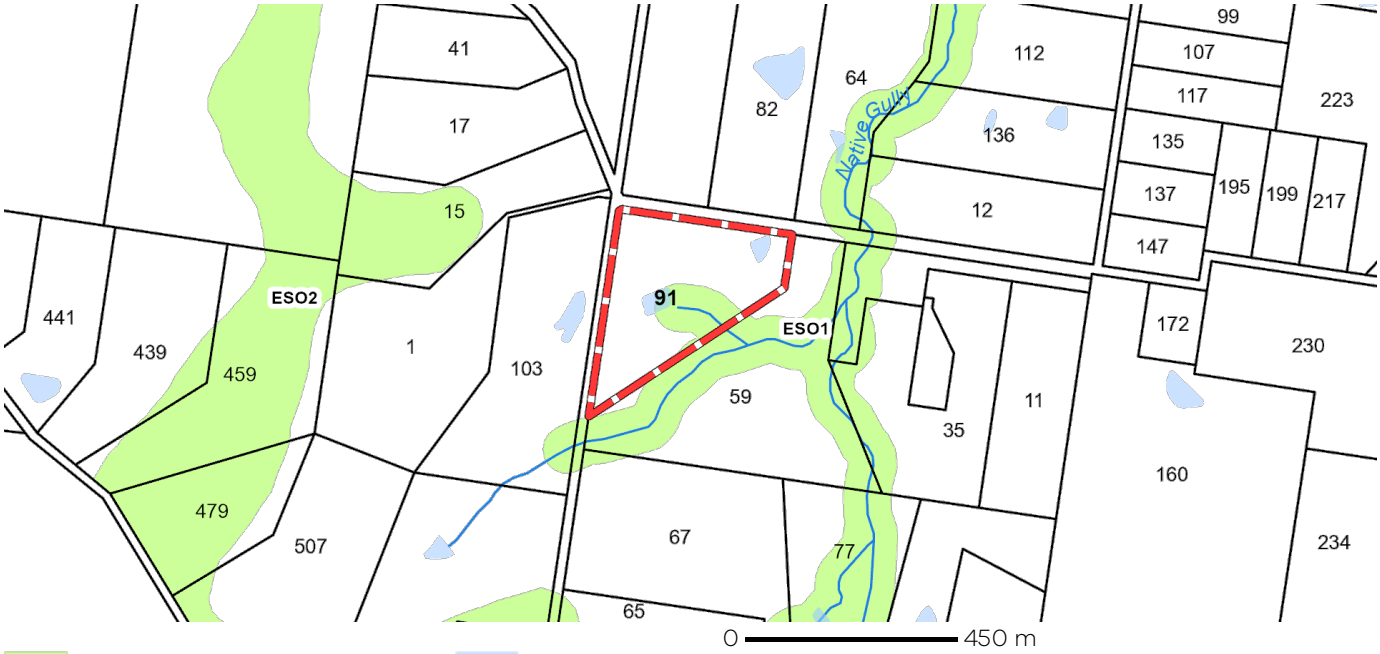
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



ESO - Environmental Significance Overlay | Water area | Water course

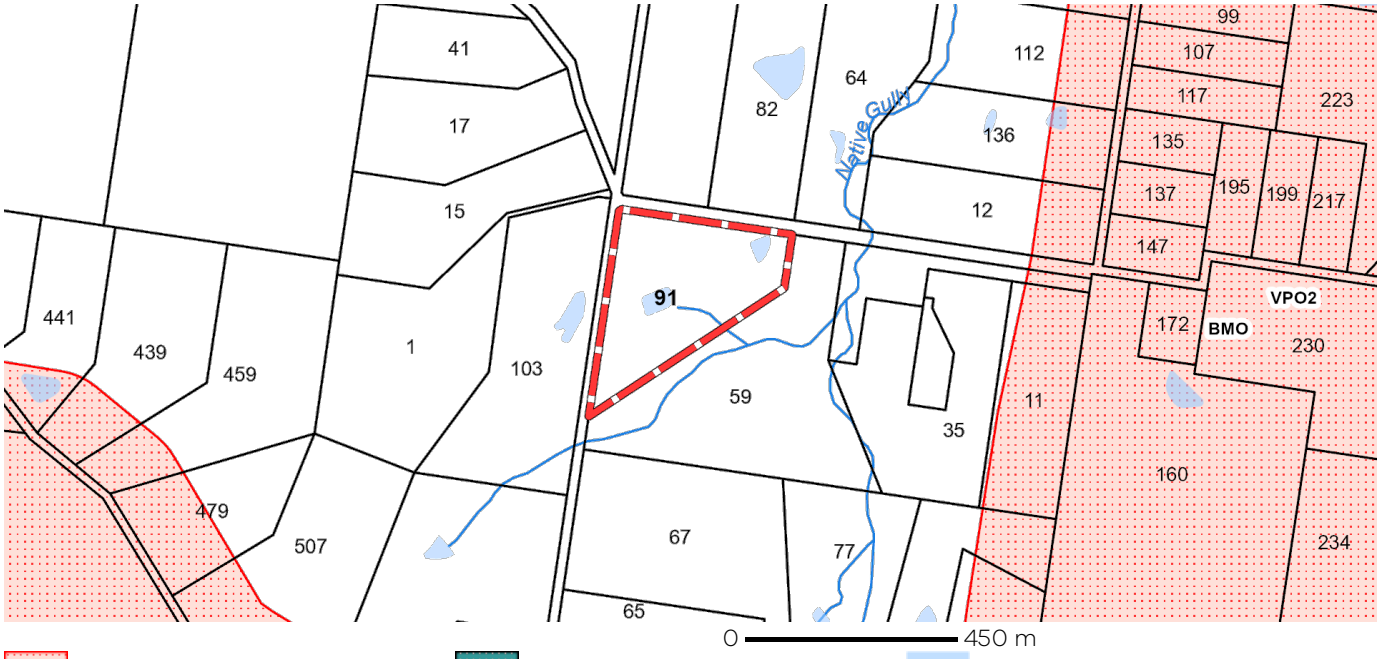
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

VEGETATION PROTECTION OVERLAY (VPO)



BMO - Bushfire Management Overlay | VPO - Vegetation Protection Overlay | Water area | Water course

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

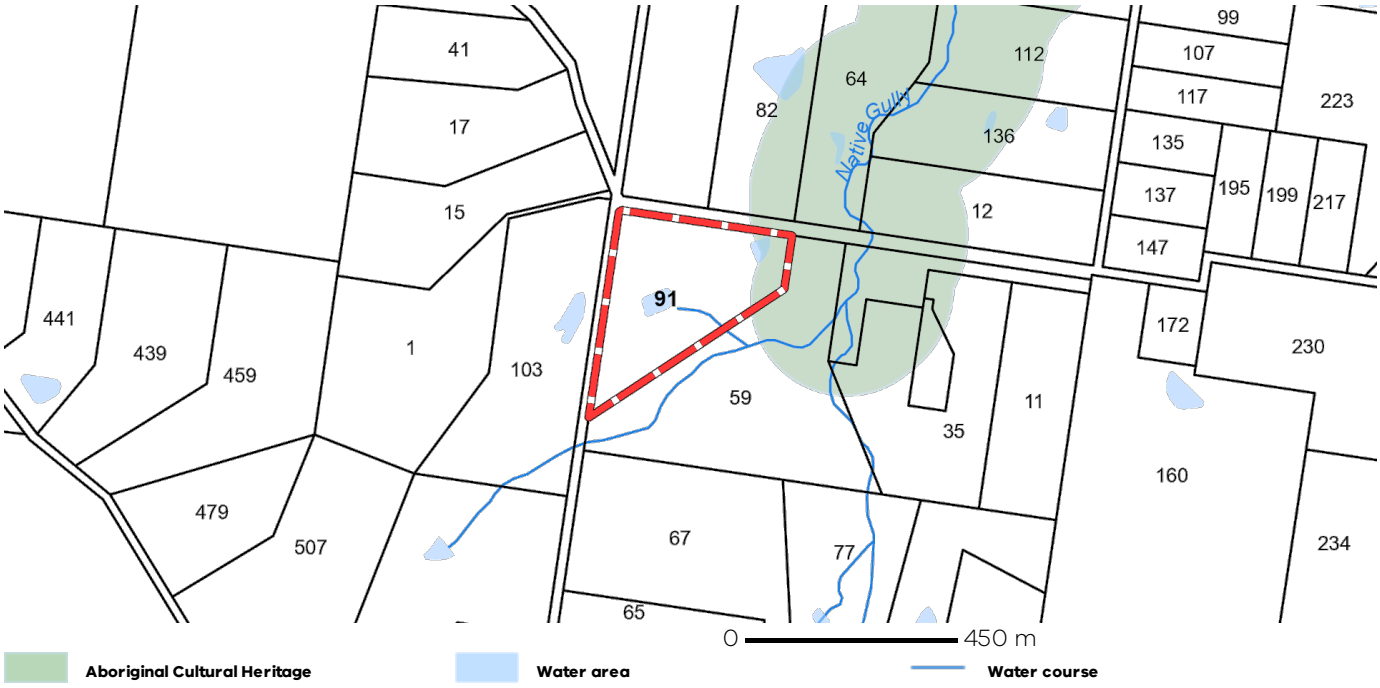
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

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

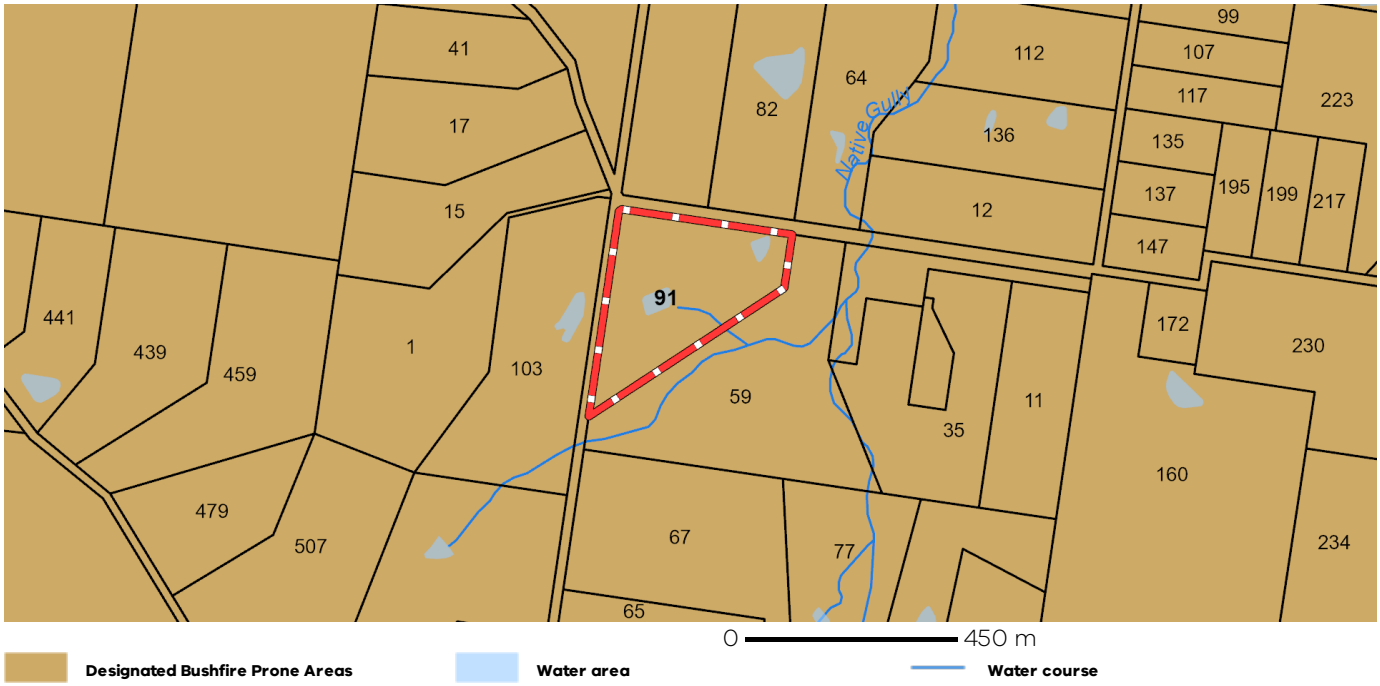
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) 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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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 21 November 2025 11:13 AM

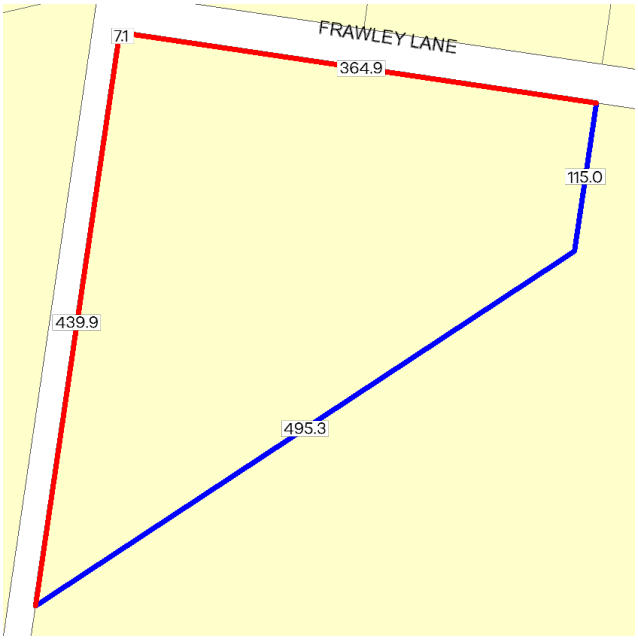
PROPERTY DETAILS

Address:	**91 FRAWLEY LANE EPPALOCK 3551**
Lot and Plan Number:	**Lot 7 LP217318**
Standard Parcel Identifier (SPI):	**7\LP217318**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**194350**
Directory Reference:	**Vicroads 44 H7**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 103520 sq. m (10.35 ha)
Perimeter: 1422 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO EAST**

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 Certificate

PROPERTY DETAILS

Property Address:	91 FRAWLEY LANE EPPALOCK VIC 3551
Title Particulars:	Vol 9921 Fol 892
Vendor:	HOLLY JO DEBONO, JYE RHYS HOLLAND
Purchaser:	N/A

Certificate No:	131374166
Date:	18/11/2025
Matter Ref:	89602706
Client:	Sargeants Monash Victoria

MUNICIPALITY

GREATER BENDIGO

PLANNING SCHEME

GREATER BENDIGO PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER BENDIGO CITY COUNCIL

ZONES

RURAL LIVING ZONE - SCHEDULE 1

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

NOT APPLICABLE

APPLICABLE OVERLAYS

PART ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1

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

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

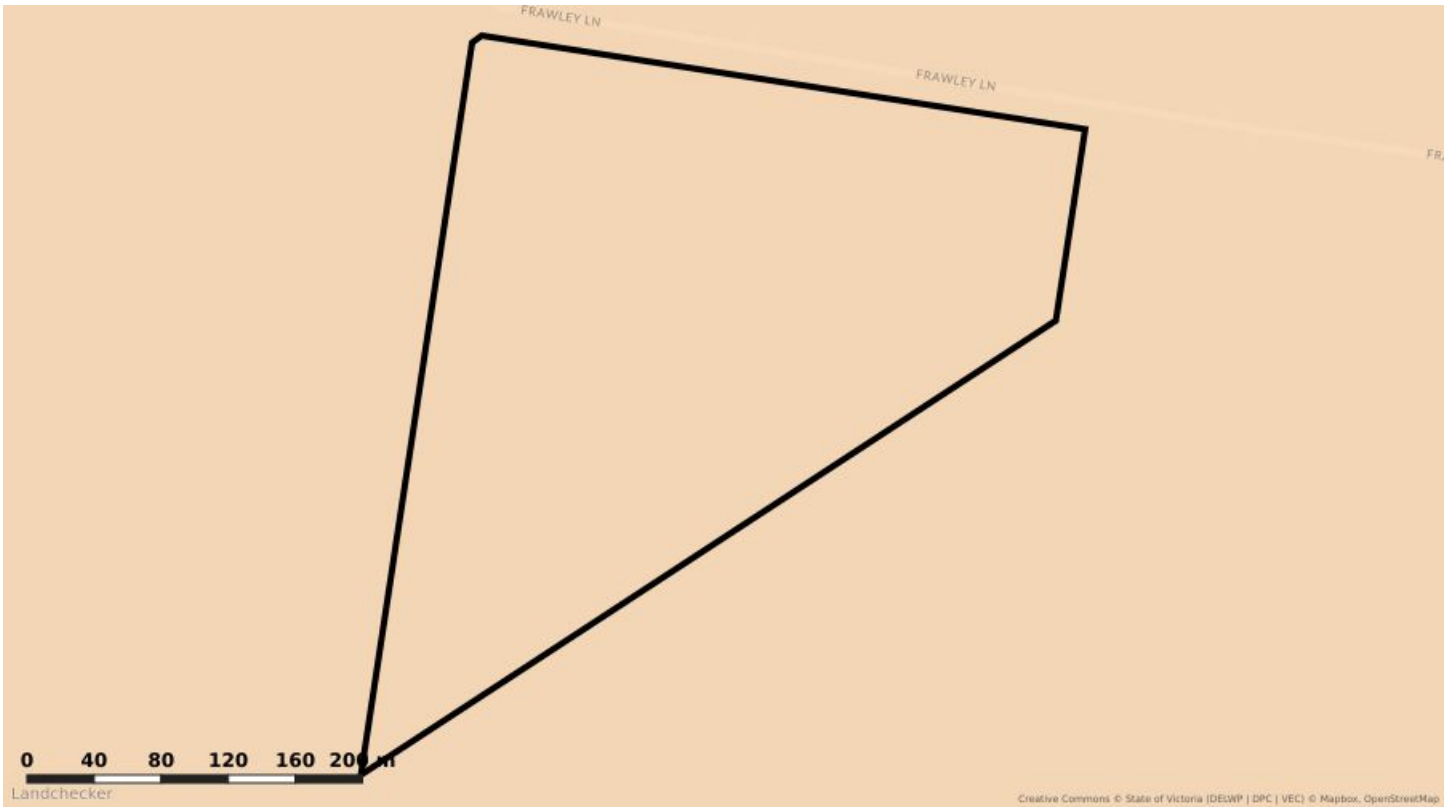
THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

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

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PLANNING ZONES MAP



ZONING

- RLZ1 - RURAL LIVING ZONE - SCHEDULE 1

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property
Suite 1, level 3, 550 bourke street
MELBOURNE 3001

Client Reference: 89602706 131374167

NO PROPOSALS. As at the 18th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

91 FRAWLEY LANE, EPPALOCK 3551
CITY OF GREATER BENDIGO

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

Date of issue: 18th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

CITY OF GREATER BENDIGO

Issue Date: 19 November 2025
Your Reference: 89601875:131373527:91443
Certificate Number: 139799

SAI Global Property Division Pty Ltd
PO Box 447
SOUTH MELBOURNE VIC 3205

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS:	91 Frawley Lane, EPPALOCK 3551
PARCEL DETAILS:	Lot 7 LP 217318Y
AVPCC:	117 - Residential Rural/Rural Lifestyle

ASSESSMENT NUMBER 88539 2

Site Value	$385,000	Level of Valuation	01-Jan-2025
Capital Improved Value	$650,000	Valuation Operative	01-Jul-2025
Net Annual Value	$32,500	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	$1,917.85
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$248.45
TOTAL LEVIED	**$2,627.30**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
TOTAL OUTSTANDING	**$1,806.65**

Other Property Debt -	**$0.00**

Total Outstanding for Property **$1,806.65**

Note:In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges **MUST** be paid by the purchaser when that person becomes the owner of the land.
Refer to the back of this Certificate for Prescribed, General and Other Information.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS

BPAY **Biller Code: 268813**
Ref: 885392

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates Team Directly on 03 5434 6262. Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

PRESCRIBED INFORMATION

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

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

GENERAL INFORMATION

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012.**

RATES AND CHARGES

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

OTHER INFORMATION

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.
After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

PLEASE NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.

Coliban WATER

ABN: 96 549 082 360

1300 363 200

www.coliban.com.au
PO Box 2770 BENDIGO DC Victoria 3554

Information Statement Issue Date
18/11/2025

Your Reference
89601875:131373528

Information Statement Number
10131

Sargeants Monash Victoria via Dye & Durham Property Pty Ltd
Dye & Durham Property Pty Ltd
Level 20, 535 Bourke Street
MELBOURNE VIC 3000

Information Statement

Property Address:
91 Frawley Lane, EPPALOCK, 3551

Owner/s:
Holly Jo Debono; Jye Rhys Holland

Title/s:

Lot No	Plan Type	Plan No	Volume	Folio	Crown Allotment	Section	Parish	Municipality
7	Lodged Plan	217318Y	09921	892			Eppalock	City of Greater Bendigo

Service Availability:

Water and Sewer Service: Not Serviced

Amount Due: Nil

Comments: Not applicable

Regards

Customer Solutions Department

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

SARGEANTS MONASH VICTORIA

Your Reference:	AD13325
Certificate No:	94246755
Issue Date:	18 NOV 2025
Enquiries:	ESYSPROD

Land Address: -91 FRAWLEY LANE EPPALOCK VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22095308			9921	892	$0.00

Vendor: HOLLY DEBONO & JYE HOLLAND

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JYE RHYS HOLLAND	2025	$370,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$640,000
SITE VALUE (SV):	$370,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94246755

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,560.00

Taxable Value = $370,000

Calculated as $1,350 plus ($370,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,400.00

Taxable Value = $640,000

Calculated as $640,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94246755

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: 94246755

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

SARGEANTS MONASH VICTORIA

Your Reference:	AD13325
Certificate No:	94246755
Issue Date:	18 NOV 2025
Enquires:	ESYSPROD

Land Address: -91 FRAWLEY LANE EPPALOCK VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22095308			9921	892	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	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:	$640,000
SITE VALUE:	$370,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94246755

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

SARGEANTS MONASH VICTORIA

Your Reference:	AD13325
Certificate No:	94246755
Issue Date:	18 NOV 2025

Land Address:	-91 FRAWLEY LANE EPPALOCK VIC 3551

Lot	Plan	Volume	Folio
		9921	892

Vendor: HOLLY DEBONO & JYE HOLLAND

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94246755

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: 94246758

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: 94246758

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.

Australian Government
Australian Taxation Office

MR JYE R HOLLAND
91 FRAWLEY LANE
EPPALOCK VIC 3551

Our reference: 7164947067202
Phone: **13 28 66**

18 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 JYE,

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

Notice number	2411164264145
Vendor name	JYE RHYS HOLLAND
Clearance Certificate Period	18 November 2025 to 18 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

MISS HOLLY J DEBONO
91 FRAWLEY LANE
EPPALOCK VIC 3551

Our reference: 7164947111512
Phone: **13 28 66**

18 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 HOLLY,

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

Notice number	2411164266774
Vendor name	HOLLY JO DEBONO
Clearance Certificate Period	18 November 2025 to 18 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.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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