LAW INSTITUTE VICTORIA

CONTRACT FOR THE SALE AND PURCHASE OF LAND

PROPERTY
55 Blackwood Rise, Moe South VIC 3825

STRAIGHTFORWARD CONVEYANCING

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straightforwardconveyancing.com.au

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

.... on...../ ...../.....

.... on...../ ...../.....

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

_____ _____ _____

State nature of authority, if applicable: _____

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

SIGNED BY THE VENDOR:

.... on...../ ...../.....

.... on...../ ...../.....

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

Fujun Peng and Eleftherios Tsioumas

_____ _____ _____

State nature of authority, if applicable: _____

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

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

A substantial period of time may elapse between the day on which you

Particulars of sale

Vendor's estate agent

Name: One Agency Latrobe Valley

Address: PO Box 9126, Traralgon VIC 3844

Email: anthony@oneagencylv.com.au

Tel: Mob: Fax: Ref:

Vendor

Name: Fujun Peng and Eleftherios Tsioumas

Address: 55 Blackwood Rise, Moe South VIC 3825

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Straightforward Conveyancing Pty Ltd

Address: 6a Victoria Street, Warragul VIC 3820
PO Box 319, Warragul VIC 3820

Email: jackie@sfconvey.com

Tel: (03) 8521 1375 Mob: Fax: Ref: 3811

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9524	Folio	864	3	LP 143090

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 55 Blackwood Rise, Moe South VIC 3825

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

All fixtures and fittings of a permanent nature are included in the sale unless otherwise specified below.

Payment (general condition 11)

Price $

Deposit $ by _____(of which _____ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

~~**GST** (general condition 13)~~

~~The price includes GST (if any) unless the words '**plus GST**' appear inthis box~~

~~If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38 -480 of theGST Act or of a 'going concern' then add the words '**farming business**'or '**going concern**' in this box~~

~~If the margin scheme will be used to calculate GST then add the words'**margin scheme**' in this box~~

Settlement (general condition 17)

is due on _____/_____/_____

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box inwhich case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are*:
(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ *residential tenancy agreement for a fixed term ending on_____/_____/_____
OR
☐ *periodic residential tenancy agreement determinable by notice
OR
☐ *lease for a term ending on____/_____/_____with [__] options to renew, each of [____]years.

~~Terms contract~~ ~~(general condition 23)~~

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 byway of special conditions.

Loan

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

Lender:_____

Loan amount: $_____ Approval date: _____/_____/_____

Building report

☐ General Condition 21 applies only if the box is checked

Pest report

☐ General Condition 22 applies only if the box is checked

Special Conditions

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

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

See attached

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Special Conditions

Instructions: it is recommended that when adding special conditions:

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

1. Guarantee

1.1 If the purchaser is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing this contract by the purchaser;

1.2 If any director of the corporation does not sign the attached guarantee at the time of the signing of this contract by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;

1.3 If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

2. No Warranties

The Purchaser acknowledges that:

a. having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

b. there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and or its servants or agents from any claims or demands in respect thereof.

3. Identity of the land mistakes and omissions

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

4. Property - Purchaser acknowledgements

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

a. In its present condition and state of repair;

b. Subject to all defects latent and patent;

c. Subject to any infestations and dilapidation;

d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

e. Subject to any non-compliance with the Victorian Building Regulations, Plumbing Industry, 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.

4.2 The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause. Any failure to comply with any one or more of the above laws or regulations shall not be deemed to constitute as a defect in the Vendors title and the purchaser shall not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections, including any outstanding sanitary plumbing works or any requirement to fence any pool or spa or install smoke detectors.

SPECIAL CONDITIONS

5. Easements, Planning Restrictions and Buildings

5.1 The purchaser acknowledges that the property is purchased subject to**:**

a. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) over or upon or affecting the Land including those disclosed in the Vendors Statement:
b. any easements and restrictions created by the Plan of Subdivision (registered or unregistered) or implied under the Subdivision Act; and
c. the provisions of any agreement which the Vendor may be required to enter in to with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987 (Vic);*
d. requirement of the Planning Documents;
e. the Planning and Building Controls;
f. sewers/drains, if any, laid outside registered easements; and
g. any unregistered or implied easements for sewers, drains, sewers pipes, cables and wires; and
h. With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale;

6. Additional Land Tax – Reasonably Foreseeable Loss

6.1 The Purchaser acknowledges and agrees that:

a. If the Purchaser breaches this Contract by failing to complete settlement on the Settlement Date; and
b. As a result of this breach, settlement occurs after 31 December in the year in which completion was originally due (Settlement Year); then
c. The delay will cause an increase in the Vendor's land tax assessment for the following year, as the Property will remain part of the Vendor's total landholdings in Victoria; and
d. The additional land tax incurred by the Vendor on a proportional basis ("Additional Land Tax") is a reasonably foreseeable loss resulting from the Purchaser's breach, for which the Vendor is entitled to compensation.

6.2 Payment of Additional Land Tax:
If Special Condition 6.1 applies, the Purchaser must, on the Settlement Date, pay the Additional Land Tax to the Vendor in addition to the Balance payable under this Contract

7. Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of $220.00 at settlement for each rescheduled settlement.

8. Holiday Blackout Period

If any action or obligation under this Contract (including, but not limited to, notices for conditions due and the Settlement Date) falls within the period from 22 December to 12 January (inclusive) (the "Holiday Blackout Period"), that action or obligation will be deemed to occur on the next business day after the Blackout Period.

For clarity, any notices received or payments due during the Blackout Period, as well as any associated rights and obligations, will be suspended during this period and take effect only as provided above.

9. Finance Decline

The Purchaser agrees that General Condition 20.2 (c) is amended to read as follows:

c. serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan *from the Registered Lending Institution*, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor;

OTHER CONDITIONS

GENERAL CONDITIONS

Contract signing

1. **ELECTRONIC SIGNATURE**

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

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

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

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

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

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

2**. LIABILITY OF SIGNATORY**

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

3. **GUARANTEE**

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

4. **NOMINEE**

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

Title

5. **ENCUMBRANCES**

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land.

(b) easements over the land.

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

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

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

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

6.6 If sections 137B and 137C of the Building Act 1993 (Vic) apply to this contract, the vendor warrants that –

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

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

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

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

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

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

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

12. **DOMESTIC BUILDING INSURANCE**

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. **DEPOSIT**

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or

any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

and

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

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm

unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

and

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

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

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

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

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

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

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

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

(b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

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

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

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

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

(b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

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

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

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions' legislation.

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962 (Vic) –

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

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, ... of .....

And ……. of ……...

being the **Sole Director** / **Directors** of ..... ACN ….....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(c) by time given to the Purchaser for any such payment performance or observance;
(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

SIGNED by the said)
)
Print Name.....) .....
Director (Sign)

in the presence of:)
)
Witness.....)

SIGNED by the said)
)
Print Name.....) .....
Director (Sign)

in the presence of:)
)
Witness.....)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	55 BLACKWOOD RISE, MOE SOUTH VIC 3825

Vendor's name	Fujun Peng	Date / /
Vendor's signature	Signed by: Fujun Peng F1B5B16B07860D01	06/10/2026
Vendor's name	Eleftherios Tsioumas	Date / /
Vendor's signature	Signed by: Eleftherios Tsioumas 9AD83FE5FE0C79C9	06/10/2026

Purchaser's name	Date / /
Purchaser's signature	
Purchaser's name	Date / /
Purchaser's signature	

STRAIGHTFORWARD CONVEYANCING

Jackie Walker - (03) 8521 1375
ABN: 64 158 634 514
Office) 6A Victoria Street, Warragul | (Post) PO Box 319 Warragul 3820
www.straightforwardconveyancing.com.au

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $3,000.00

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not Applicable

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

See attached.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☒	Water supply ☒ Water Tank ☐	Sewerage ☒ Septic Tank ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

☒ Are as follows:
Solar Panels

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. GST NOTICE

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

14. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 09524 FOLIO 864 Security no : 124134151182C
Produced 28/04/2026 11:46 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 143090.
PARENT TITLE Volume 09275 Folio 520
Created by instrument LP143090 30/08/1983

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
FUJUN PENG
ELEFTHERIOS TSIOUMAS both of 55 BLACKWOOD RISE MOE SOUTH VIC 3825
AX438813S 10/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX438814Q 10/11/2023
COMMONWEALTH BANK OF AUSTRALIA

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 LP143090 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: 55 BLACKWOOD RISE MOE SOUTH VIC 3825

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 10/11/2023

DOCUMENT END

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Document Identification	**LP143090**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**01/05/2026 11:25**

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WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER
HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS
ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP143090
EDITION 1
APPROVED 2/8/83

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 170
PARISH OF MOE
COUNTY OF BULN BULN
SCALE :- 40 20 0 40 80
LENGTHS IN METRES

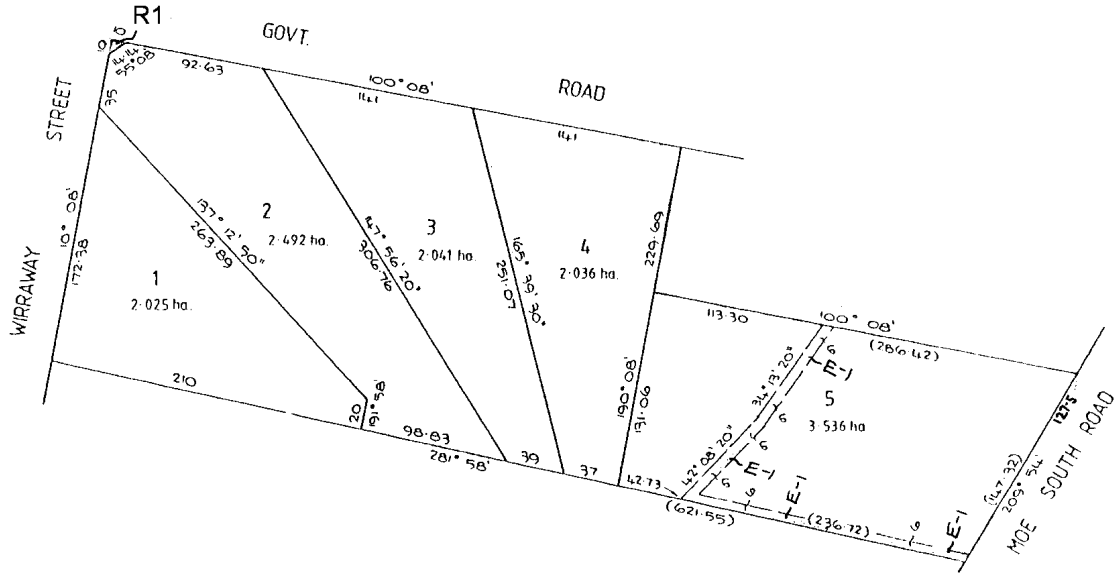
APPROPRIATIONS
BROWN - WAY & DRAINAGE.
BLUE - DRAINAGE.

VOL. 9275 FOL. 520

LITHO SH 2

COLOUR CONVERSION
E-1 = BLUE
R1 = BROWN

APPROVED
2 AUG 1983



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Straightforward Conveyancing Pty Ltd C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 414708

NO PROPOSALS. As at the 1th May 2026, 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®.

55 BLACKWOOD RISE, MOE SOUTH 3825
CITY OF LATROBE

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: 1th May 2026

[Vicroads Certificate] # 80412018 - 80412018112103 '414708'

STRAIGHTFORWARD CONVEYANCING

Property Report

55 Blackwood Rise, Moe South Vic 3825



Date: 01/05/2026



admin@sfconvey.com
0385211375

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 3 LP143090

LOCAL GOVERNMENT (COUNCIL)
Latrobe

LEGAL DESCRIPTION
3\LP143090

COUNCIL PROPERTY NUMBER
43074

LAND SIZE
20,411m² Approx

ORIENTATION
South

FRONTAGE
141.01m Approx

ZONES
RLZ - Rural Living Zone - Schedule 1

OVERLAYS
BMO - Bushfire Management Overlay

State Electorates

LEGISLATIVE COUNCIL
Eastern Victoria Region

LEGISLATIVE ASSEMBLY
Morwell District

Schools

CLOSEST PRIVATE SCHOOLS
St Kieran's School (3087 m)
Lavalla Catholic College - Presentation Campus (3958 m)
Immaculate Heart of Mary School (4229 m)

CLOSEST SECONDARY SCHOOLS
Lowanna College (4454 m)

CLOSEST PRIMARY SCHOOLS
Moe Primary School (1978 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 56 Homes

COUNCIL AVERAGE
1 in 80 Homes

STATE AVERAGE
1 in 76 Homes

Council Information - Latrobe

PHONE
1300367700 (Latrobe)

WEBSITE
http://www.latrobe.vic.gov.au/

EMAIL
latrobe@latrobe.vic.gov.au

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SITE DIMENSIONS





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RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC232	27/04/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	VC307	19/04/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC308	16/04/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC265	03/04/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	VC277	01/04/2026	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-serviced by public transport.
APPROVED	VC304	22/03/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC298	18/03/2026	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project?s (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause?s application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	18/03/2026	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the

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Status	Code	Date	Description
			broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.
APPROVED	C153latr	05/03/2026	The amendment corrects an obvious administrative error in the Schedule to Clause 45.12, Specific Controls Overlay, where the updates through Amendment GC217 were overridden by Amendment C149latr. It also corrects a mapping error on Planning Scheme Map No. 96 that occurred upon approval of Amendment C132latr.
APPROVED	VC295	04/03/2026	The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.
APPROVED	GC269	23/02/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC291	18/02/2026	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	C143latr	18/02/2026	Applies the Public Acquisition Overlay (PAO - Schedule 2 and/or 3) to 23 properties across the municipality to reserve land for road, drainage and open space projects identified in the Lake Narracan Precinct Structure Plan and Development Contribution Plan (DCP), Morwell North West Development Plan (DP) and DCP and Traralgon North DP and DCP.
APPROVED	VC245	12/02/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC271	05/02/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.

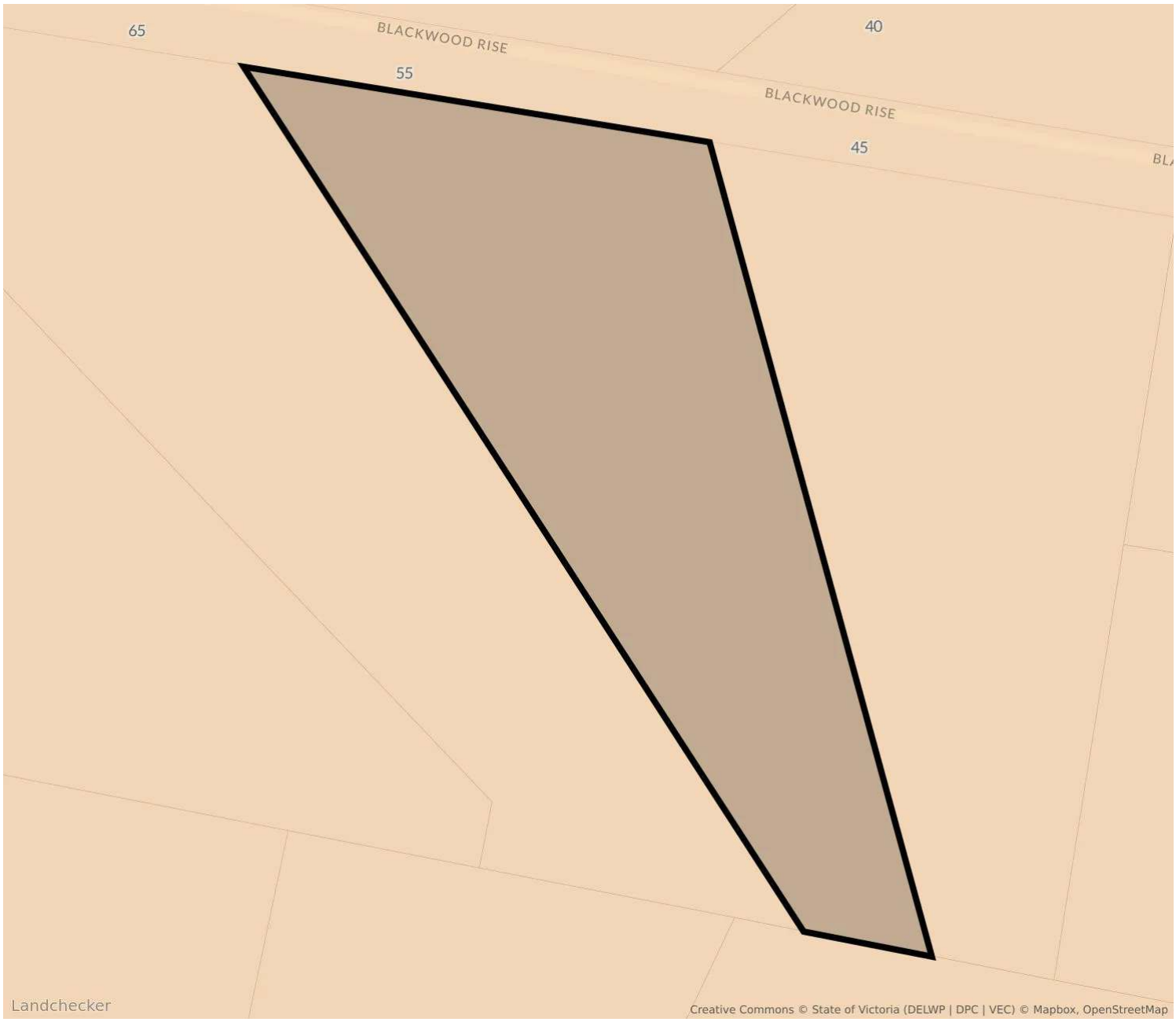
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PROPOSED PLANNING SCHEME AMENDMENTS

Status	Code	Date	Description
PROPOSED	C150latr	29/04/2026	rezones the Traralgon Golf Course, being 280A and 280B Princes Street, Traralgon from Low Density Residential Zone to Special Use Zone - Schedule 9 (SUZ9), inserts a new SUZ9 schedule to guide use and development for the existing golf course, applies an Environmental Audit Overlay to part of the land, and makes other consequential changes to the planning scheme.
PROPOSED	C151latr	23/02/2026	Proposes to implement the Latrobe City Signage Strategy (2025) by amending the Planning Policy Framework and schedules to Activity Centre Zones, and including the Latrobe City Signage Strategy (2025) as a background document.
PROPOSED	C127latr	07/03/2023	The amendment implements recommendations of the Latrobe City Rural Living Strategy (2024) into the Latrobe Planning Scheme which includes rural living rezonings and the applications of development plan overlays to manage the bushfire risk in new rural living estates as well as design and development overlays to manage the bushfire risk in existing estates, where required.

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ZONES



RLZ1 - Rural Living Zone - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide for residential use in a rural environment.
To provide for agricultural land uses which do not adversely affect the amenity of surrounding land uses.
To protect and enhance the natural resources, biodiversity and landscape and heritage values of the area.
To encourage use and development of land based on comprehensive and sustainable land management practices and infrastructure provision.

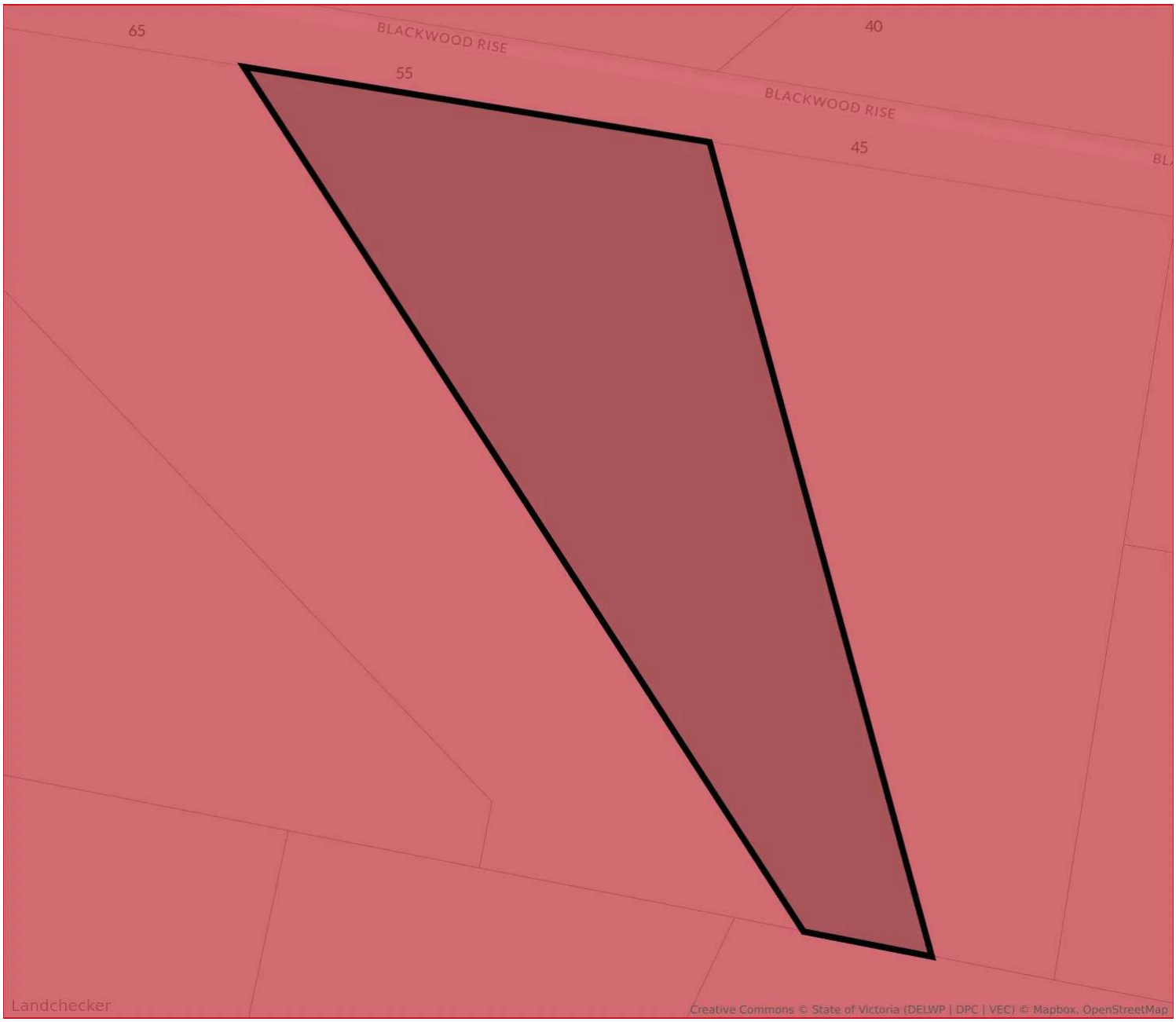
VPP 35.03 Rural Living Zone

LPP 35.03 Schedule 1 To Clause 35.03 Rural Living Zone

For confirmation and detailed advice about this planning zone, please contact LATROBE council on 1300367700.

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OVERLAYS



BMO - Bushfire Management Overlay

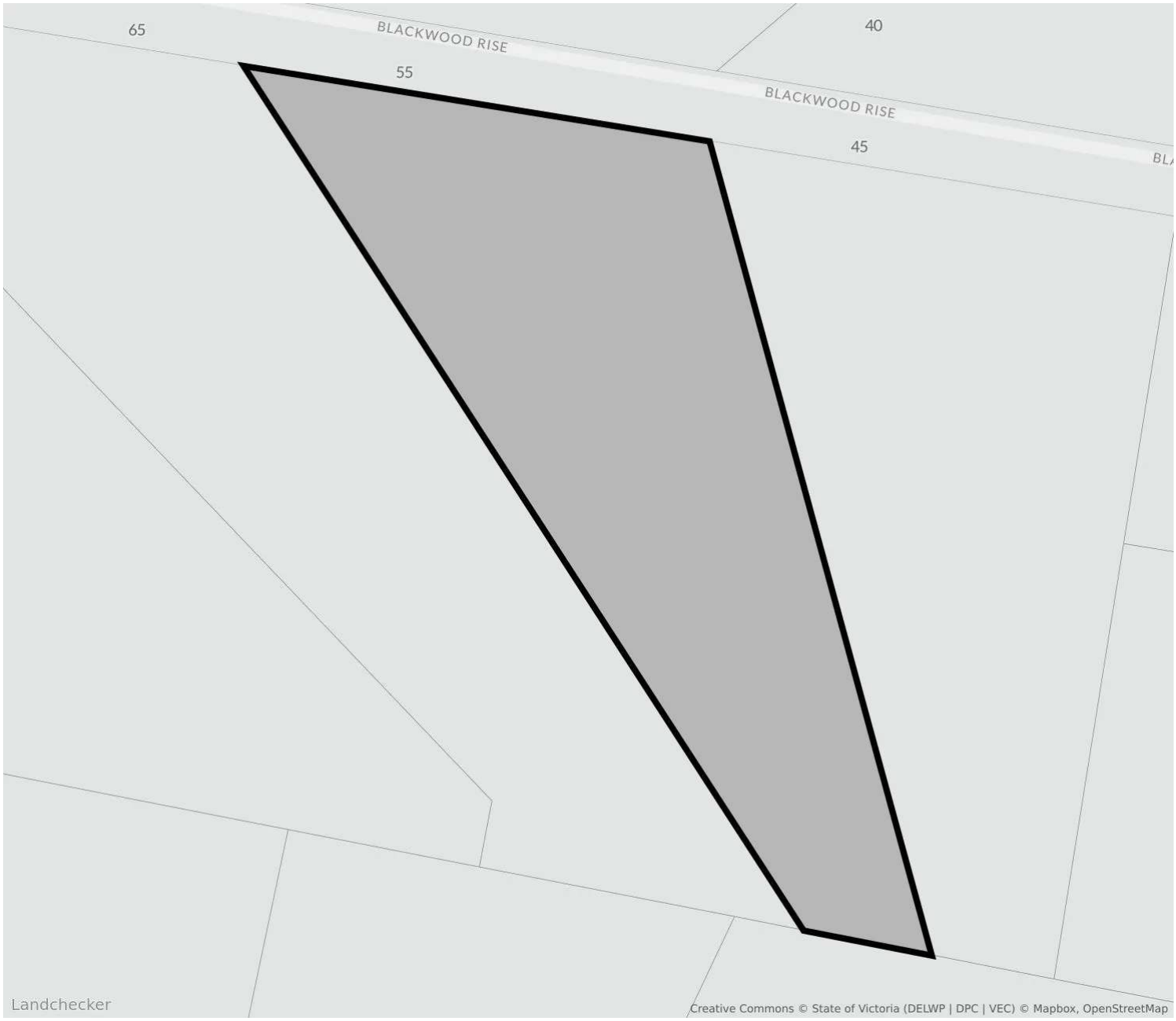
To implement the Municipal Planning Strategy and the Planning Policy Framework.
To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.
To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.
To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

VPP 44.06 Bushfire Management Overlay

For confirmation and detailed advice about this planning overlay, please contact LATROBE council on 1300367700.

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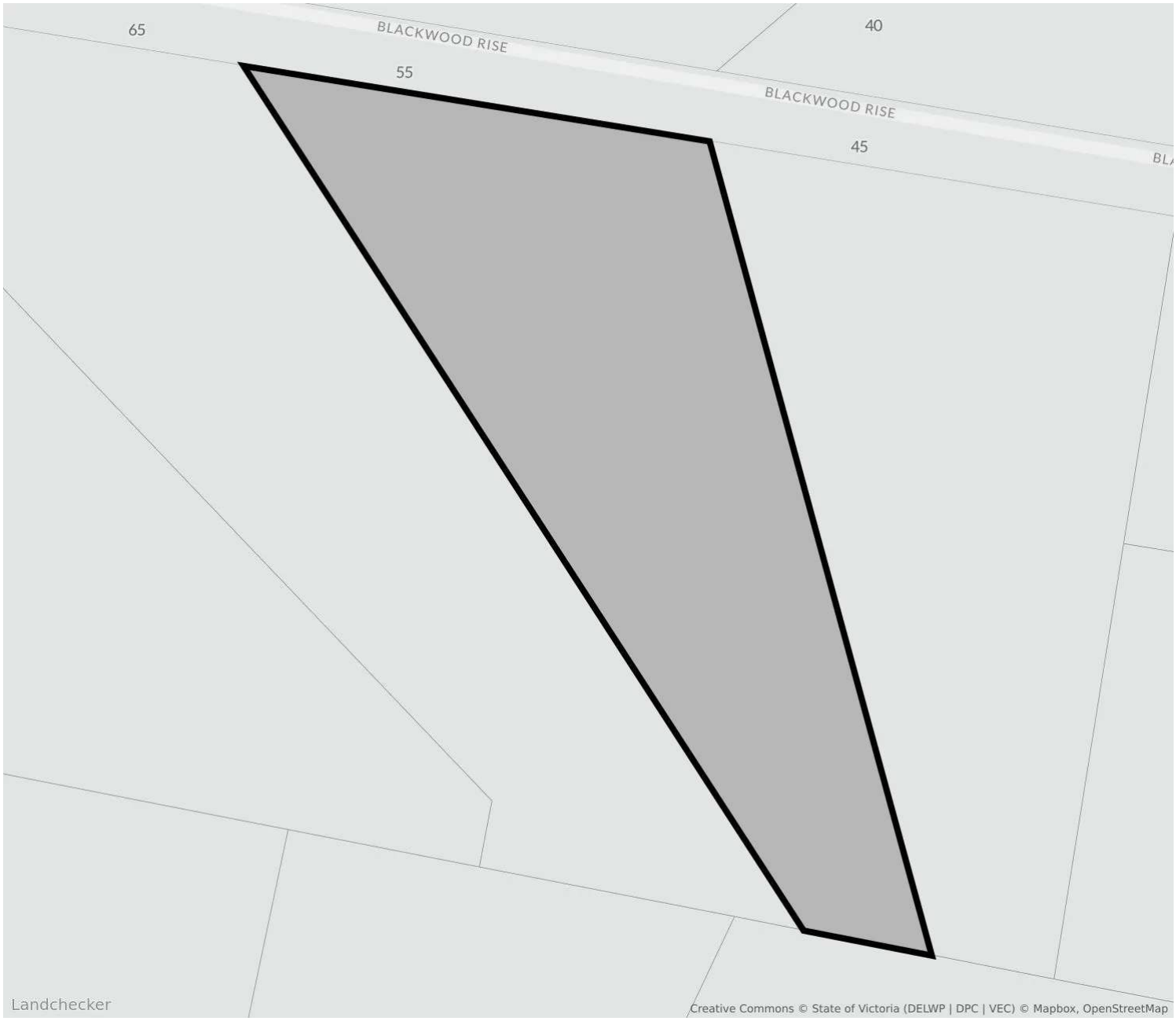
NEARBY OVERLAYS



There are no overlays in the vicinity

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CULTURAL HERITAGE SENSITIVITY



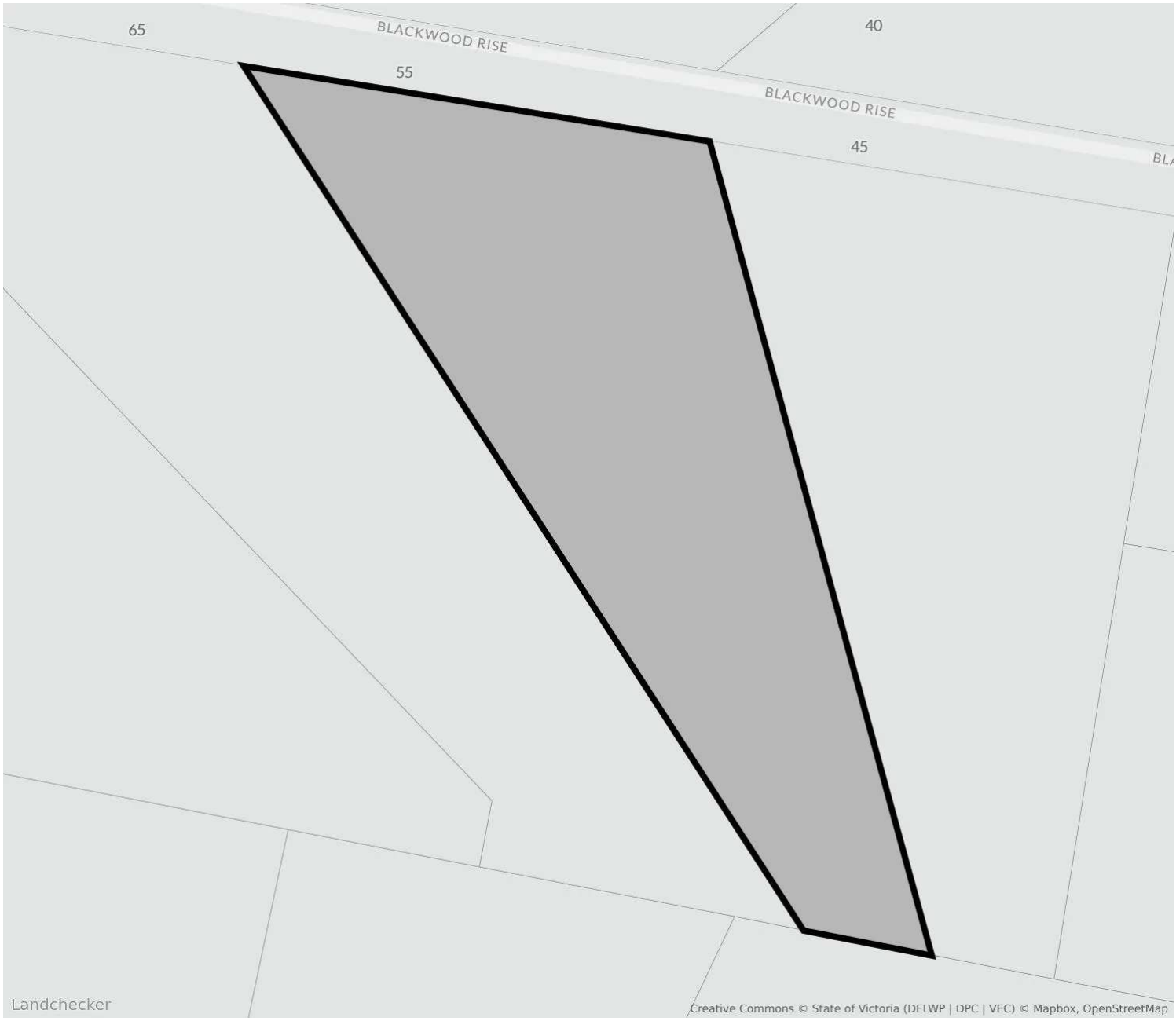
Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact LATROBE council on 1300367700.

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FLOOD



Flood

This property has not been specified as being affected by flooding according to Landchecker flood sources.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

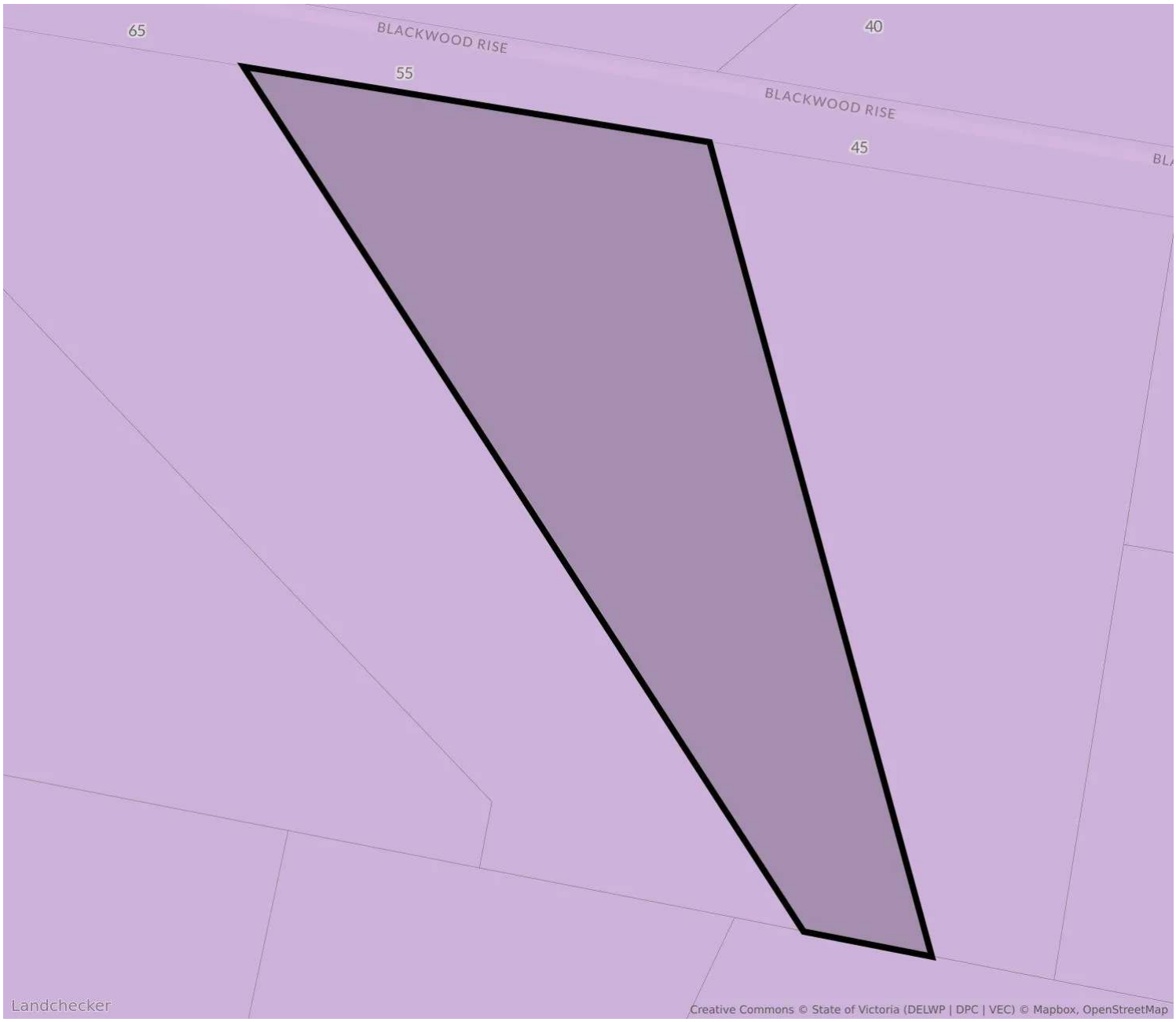
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	23/02/2026

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BUSHFIRE PRONE AREA



Bushfire Prone Area

This property is within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

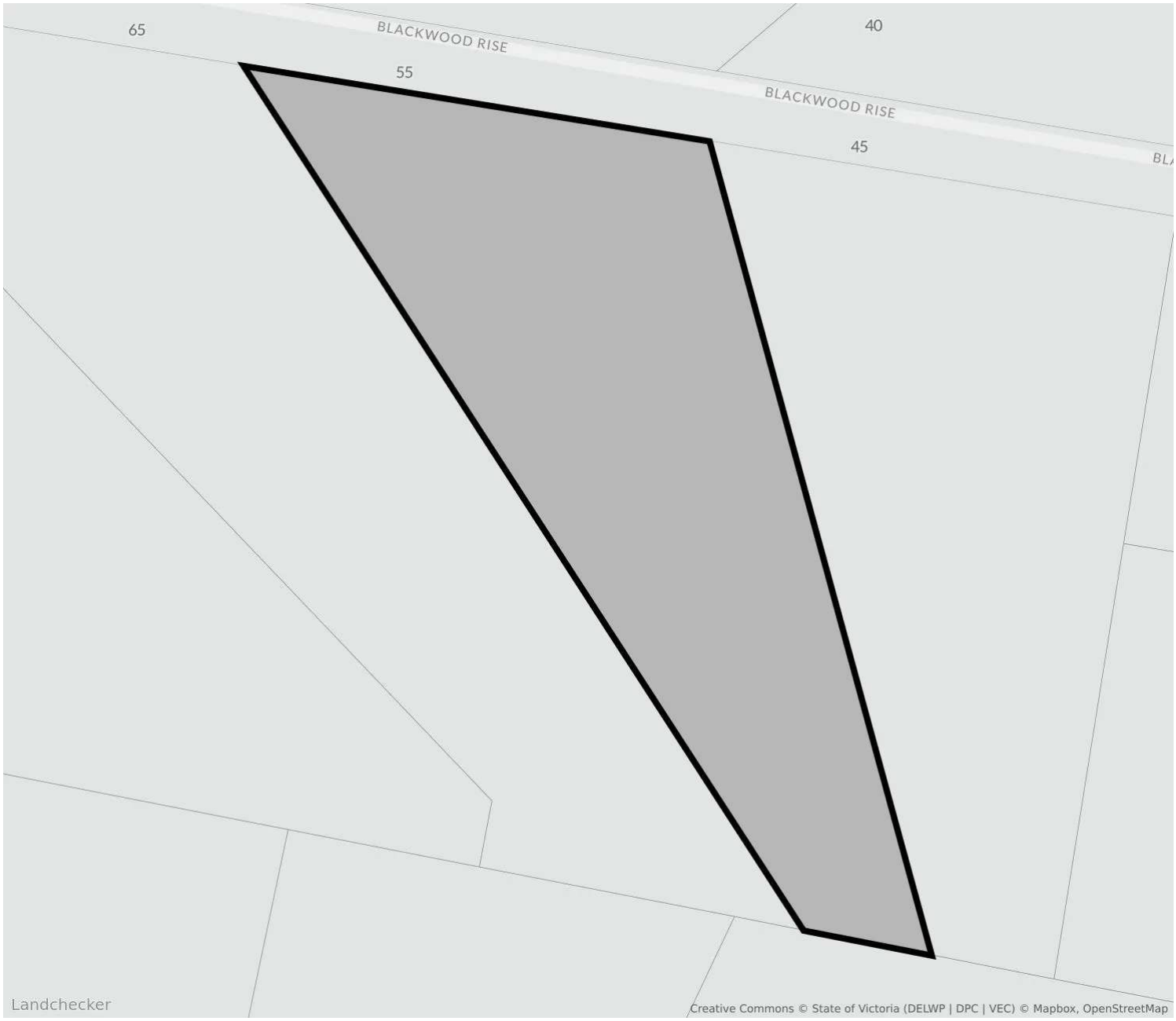
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Affected	State	09/03/2026
Department of Environment, Land, Water and Planning BPA	Affected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning	Unaffected	State	09/03/2026

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Source Authority	Status	Type	Last Updated
BMO3			

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LANDSLIDE



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

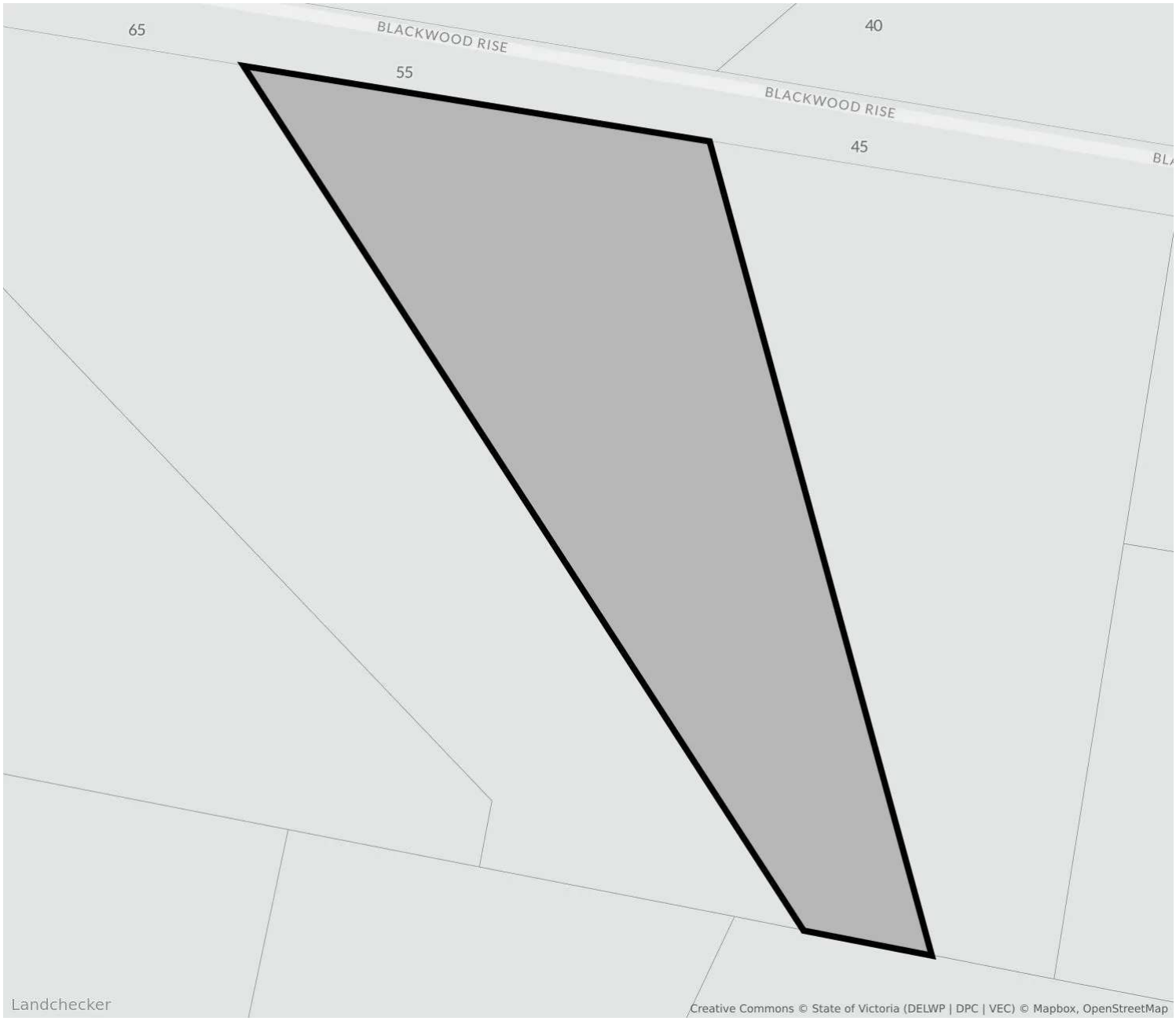
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning	Unaffected	State	09/03/2026

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Source Authority	Status	Type	Last Updated
EMO4			
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/03/2026

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PLANNING PERMIT HISTORY



No planning permit data available for this property.

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NEARBY PLANNING PERMITS

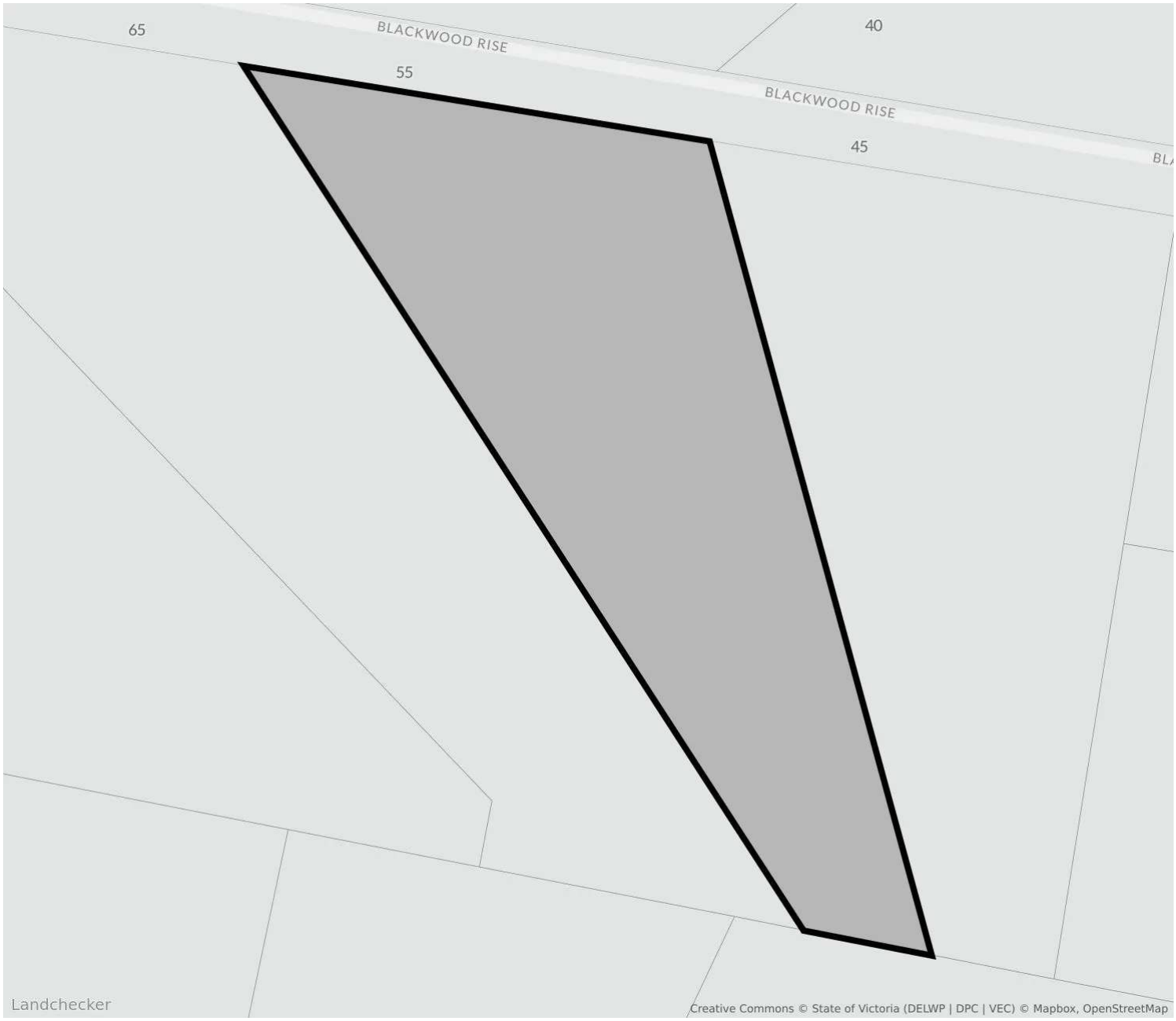


Status	Code	Date	Address	Description
APPROVED	2018/100	Received 06/06/2018	60 Lynne Avenue, Moe South	Development of land with an extension to an existing dwelling in the rural living zone - schedule 3.
APPROVED	2020/133	Received 16/02/2021	8 Chalk Road, Moe South	Subdivision of the land into three (3) lots and removal of native vegetation.

For confirmation and detailed advice about this planning permits, please contact LATROBE council on 1300367700.

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TOPOGRAPHY



10 - 20m Contours

For confirmation and detailed advice about the elevation of the property, please contact LATROBE council on 1300367700.

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LATROBE CITY COUNCIL

VALUATION AND RATES NOTICE

1 July 2025 to 30 June 2026

Date of issue
15/08/2025

⊢004624 034 H12

Ms F Peng and Mr E Tsioumas
55 Blackwood Rise
MOE SOUTH VIC 3825

Rates and Charges at your property - 1 July 2025 to 30 June 2026

Assessment Number	430769
Property	55 Blackwood Rise, MOE SOUTH VIC 3825
Description	L 3 LP 143090
Property Owner/s	Mr E Tsioumas & Ms F Peng
Property Valuation Date	01 January 2025, effective as 01 July 2025
Capital Improved Value (CIV)	$620,000
Site Value (Land value included in your CIV)	$400,000
Net Annual Value	$31,000
AVPCC	117 - Residential Rural/Rural Lifestyle

Council Rates & Charges - 2025/2026	
General Rates Residential (0.00301496 x CIV)	$1,869.30
Municipal Charge	$155.00
Waste Services Charges (Rubbish x1, Recycling x1, Green Waste x1)	$409.00
State Government Charges These charges are collected by Latrobe City Council on behalf of the State Government. All funds are remitted in full to the State Government.	
Emergency Services & Volunteers Fund Levy - Residential (0.000173 x CIV)	$107.25
Emergency Services & Volunteers Fund Fixed Charge	$136.00
EPA Victoria Landfill Levy	$37.00
Rebates (if applicable)	

Payments made on or after 12 August 2025 may not be included

TOTAL AMOUNT DUE $2,713.55

See reverse for payment options, methods and important information.

Would you like to receive your rates notice by email? Visit **erates.latrobe.vic.gov.au** or see page four for details.

PAYMENT OPTIONS

Pay in full
$2,713.55
by **15 February 2026**

Any arrears are due and payable immediately as listed on page one and are not included in the pay in full amount listed here.

Pay by instalments

30 September 2025	$678.50
30 November 2025	$678.35
28 February 2026	$678.35
31 May 2026	$678.35

Please note: refunds will only be considered for rates accounts that have a credit balance. Early payment of instalments or full rates are not eligible for a refund.

To qualify for the instalment program option and receive instalment reminder notices, **you must pay the correct amount of the first instalment plus any arrears, by 30 September 2025.**

Payments made after the due date may be charged interest at 10% p.a.

UPCOMING CHANGES TO NEXT YEARS RATES PAYMENT OPTIONS

Effective from 1 July 2026 Latrobe City Council will no longer be offering the option for ratepayers to pay their rates in a lump sum on the 15 February, instead the standard payment option will be by four equal instalments.

We are providing advanced notice of this change to allow ratepayers who currently pay via a lump sum in February to adjust their household budgets for the change.

You will still be able to pay your rates account in a single payment, however if you elect to do this it will need to be by the first instalment date of 30 September.

For those preferring to utilise other more flexible payment options we will still be offering weekly, fortnightly and monthly direct debit options.

PAYMENT METHODS

ONLINE PAYMENT

Visit: www.latrobe.vic.gov.au/pay

Ref: 430769

BPAY

Pay using BPAY via your online banking

BPAY

Biller Code: 6072
Ref: 430769

IN PERSON

Council Use Only

You can also pay in person at our Customer Service Centres or Libraries or mail a cheque to **PO Box 264, Morwell VIC 3840.**

POST BILLPAY

Pay 24 hours a day by credit card

*359 430769

Post Billpay

Biller Code: 0359
Ref: 430769

Online: www.auspost.com.au/postbillpay
Phone: 13 18 16

DIRECT DEBIT

To arrange regular deductions, including weekly, fortnightly, monthly, quarterly or in full annually, from your bank account.

Visit **www.latrobe.vic.gov.au/directdebit** or call 1300 367 700 to obtain a direct debit form.

CENTREPAY

To arrange regular deductions from your Centrelink payment, please use your Centrelink online account, Express Plus Centrelink mobile app or you can contact centrelink in person or by phone and quote ref number (CRN) 555 070 553H.

HAVING TROUBLE PAYING?

Payment Plans

Council recognises our residents may experience financial difficulty at times. If you are having difficulty in making or maintaining your rates payments by the dues dates, Council may be able to offer you a payment plan to assist you to get back on track with your payments. We may also suspend interest from accruing and further debt collection action while you are actively engaged in an approved payment plan to ensure your balance remains manageable.

Please make contact with Council as soon as possible if you feel that you may need further assistance.

Financial Hardship Applications

The *Local Government Act 1989* allows Council to waive or defer payment of any rate, charge or interest if a person can demonstrate financial hardship. Residents who are experiencing extreme financial difficulties and are struggling to pay their Council rates and charges, may qualify for assistance under Council's Hardship Policy.

To apply for hardship visit **latrobe.vic.gov.au/rates-assistance**. If you require assistance, please contact our Customer Service Team on 1300 367 700.

HOW YOUR RATES ARE CALCULATED

General rates, payments, rebates and other charges

The **Capital Improved Value (CIV)** is the total market value of your property, including the **Site Value** (land value) plus the value of any buildings or other improvements. Your rate charge is the CIV of the property multiplied by the rate in the dollar. The Valuer General of Victoria (VGV) reassesses the valuation of your property every year. The most recent valuation has been determined as of 1 January 2025.

For more information regarding how your rates and charges are calculated and spent, including information regarding the calculation of rates, please visit **latrobe.vic.gov.au/understanding-rates**

Waste Charges including State Government Landfill Levy

The waste services charges fund kerbside collections and processing including garbage, recycling and green waste disposal and the cost of transfer stations. The State Government Landfill Levy is a state government charge Council must pay when waste is disposed in landfill. Waste service charges are not subject to rate capping.

State Government Emergency Services and Volunteers Fund

The Emergency Services and Volunteers Fund is collected by Council on behalf of the State Government to fund the fire and other emergency service agencies. This amount is set by the State Government. The levy includes a fixed charge payable by all property owners, plus a variable levy which is calculated on your Australian Valuation Property Classification Code (AVPCC) and CIV of your property. This levy is not subject to rate capping. For any queries relating to the ESVF please contact ESVF support line on 1300 819 033.

Rating Differentials

All rating differentials adopted by Council for 2025/26 are shown for comparative purposes. Refer to page one of this notice for the amount that you are being charged. The rates shown are based on the same rateable valuation.

Differential Rates Type	Rates in $	Rate amount $
General	0.00301496	$1,869.30
Farm	0.00226122	$1,401.95
Derelict	0.00904488	$5,607.85

PAYMENT OF RATES

Option 1 - Paying in full

Lump sum payment made by 15 February 2026

Option 2 - Paying by four instalments

Four instalment amounts paid by the dates listed on the second page of this notice. To be eligible for the instalment program, and to receive instalment reminder notices, the first instalment (plus any arrears) must be paid by **30 September 2025.**

PENALTIES FOR FAILING TO PAY

If you are late paying your rates, you may be charged interest. The interest rate is set by the State Government Penalty Interest Rates Act 1983 (section 2) at 10% p.a. Penalty interest on any arrears of rates and charges may continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Interest will not be charged to those on an approved payment of hardship plan. Any default on an approved payment plan may result in interest being applied effective from the date of the last interest update. Council may recover any outstanding amounts plus interest in a Magistrates Court by suing for it as a debt subject to section 180 and 180(A) of the Local Government Act 1989. If applicable, legal costs incurred may be sought from you. Rates and charges and any costs awarded by the courts are a first charge against the property. Council will not accept any responsibility for mail delays or non delivery of correctly addressed notices. If you have concerns regarding your mail service, you may register for your notice to be delivered electronically by registering for e-rates. Please see instructions on page four to register.

ALLOCATION OF PAYMENTS

Whenever you make a payment, the money is allocated in the following order as applicable:

1. Payment dishonour fees (if any)
2. Legal fees (if any)
3. Penalty interest charges (if any)
4. Overdue rates and charges (arrears) (if any)
5. Current rates and charges

RATE CAPPING

Council has complied with the Victorian Government's maximum rate cap of 3% by applying an average increase of 1.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipal district
- the application of a differential rate by Council;
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap (such as waste services and State Government charges or levies).

PERSONAL INFORMATION

Personal information collected and held by Latrobe City Council is used for municipal purposes as specified in the Local Government Act 1989 and the Local Government Act 2020. It may also be disclosed to other government agencies in relation to matters that may potentially affect you, or your property, or debt collection agencies where rates remain unpaid. It will not be disclosed to any other external party without your written consent, unless required or authorised by law.

REPRINT OF RATES NOTICE

Please retain this notice for your records as a fee of $25.00 may be charged for replacement copies. Or, see the instructions at the bottom of this page on how to register for electronic notices to download a replacement copy free of charge. An additional fee may be charged for requests relating to rates history.

DISHONOUR FEES

A dishonour fee of $15.00 will be added to your account for each dishonoured direct debit payment. A fee of $40.00 will be added to your account for any dishonoured payment made at an Australia Post outlet.

NOTICE OF VALUATION

The property described on the front of this notice has been valued as at 1 January 2025 using the Capital Improved Value which is the total market value of the land plus any buildings or improvements. The valuations shown on this notice may be used by other authorities for the purpose of a tax or a rate. If an amendment is made to the valuation to include any changes to the property, additional rates may be payable and a supplementary rates notice may be served.

RIGHT OF OBJECTION TO RATES, VALUATIONS AND CHARGES

How to object to your valuation

The grounds of objection are limited and are described under section 17 of the *Valuation of Land Act 1960*. Please visit **ratingvaluationobjections.vic.gov.au** and complete the online form to lodge an objection. This must be done within **two months (60 days)** from the date of issue of this notice listed in the top right corner of page one. **Late objections cannot be accepted.** **Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest may be charged. Where this results in an overpayment, a refund will be provided upon request.**

Other objections

If you disagree with any other rate or charge you have the right under the Local Government Act 1989 (the Act) to:

- Apply to the Victorian Civil and Administrative Tribunal (VCAT) under section 183 of the Act for a review in relation to a differential rating.
- Appeal to the County Court under section 184 of the Act for a review in relation to a rate or a charge.
- Apply to VCAT for a review under section 185 of the Act in relation to a decision by Council to impose a special rate or charge.

Your appeal must be lodged within 60 days from the issue date on page one of this notice. The grounds for appealing and the procedure for making an application are set out in the respective sections of the Act listed above.

STATE GOVERNMENT PENSION CONCESSION

If you are the holder of a Pensioner Concession Card or DVA Gold Card with war widow or TPI classification, you may be eligible for a rebate on your rates for your principal place of residence.

You must:

- have any one of the eligible concession cards and your card must be valid at the time of your application.
- be the person responsible for payment of the rates account
- be named on the rates notice
- have a name and address on the account that matches that on the concession card.

For those persons who remain eligible from the previous year, the amount of this rebate is already shown on page one of this notice.

If your concession does not appear on this notice, **to apply:**

- visit **latrobe.vic.gov.au/ratesconcession** for more details and to download a form; or
- contact our Customer Service Team by phone or in person for a Municipal Rates Concession Form

Health Care Card or Seniors Card holders are not eligible for this concession.

EMERGENCY SERVICES AND VOLUNTEERS FUND

If you believe that your land has been incorrectly classified (based on your AVPCC) for the purposes of this levy, you have the right to object within **60 days** of the date of issue of this notice (listed on page 1). You must submit your objection online at **ratingvaluationobjections.vic.gov.au**

The owner of land may also apply for a waiver, deferral or concession in respect of the leviable land under section 27 of the Emergency Services and Volunteers Fund Act 2012 for rateable land and section 28 for non-rateable land. For more information visit **https://www.sro.vic.gov.au/emergency-services-and-volunteers-fund**

CHANGE OF OWNERSHIP OR CONTACT DETAILS

It is the responsibility of the owner of a property to notify Council of changes of address, contact details, ownership or occupancy within 30 days of the change taking effect. You can do so by completing the online form at **latrobe.vic.gov.au/changemydetails**, or contact us.

WANT TO RECEIVE YOUR RATES NOTICE BY EMAIL?

Step 1 Head to **erates.latrobe.vic.gov.au**
Step 2 Read the instructions
Step 3 Input your details
Step 4 Accept the declarations and click the button to register

After registering, you will receive an email. It is important that you **click the link** in this email to activate your account. You will then be registered to receive your **rates notices via email.**

Please note: Supplementary or amended rates notices cannot be sent by email and will be posted to your mailing address if issued.

TO OBTAIN A COPY OF YOUR RATES NOTICE FREE OF CHARGE

Step 1 Head to **erates.latrobe.vic.gov.au**
Step 2 Click the **create your account** button
Step 3 Input your details
Step 4 Click the **create your account** button

After registering, you will receive an email. It is important that you **click the link** in this email to activate your account.

You will then be registered to view and download your rates notices. Note: If you wish to also receive your rates notice by email follow the steps under the 'Want to receive your rates notice by email' section.

Certificate of completion

Generated by Annature

Envelope Id	60bb981d304b482aa26b91e3634926e6	Sender	REIV Team
Envelope name	Envelope 2026-10-06 08:58:53	Business	REIV VicForms
Sent	06 Oct 2026, 08:40:03 am (GMT+10:00)	Email	reiv@utilihub.io
Completed	06 Oct 2026, 01:42:46 pm (GMT+10:00)	Number	
Number of documents	1 (One)	Address	
Number of pages	57 (Fifty-seven)	Website	
Number of recipients	2 (Two)		

This recipient's identity was verified using a two-factor authentication code delivered to their mobile phone.
Authentication fingerprint: e57061845fcce9dc29ed0ddd4d0ae453

Recipient Id	cd6af33036384473a9a3ce92598f4a3f	Sent	06 Oct 2026, 08:40:03 am (GMT+10:00)
Recipient name	Fujun Peng	Viewed	06 Oct 2026, 01:40:34 pm (GMT+10:00)
Email address	[REDACTED]	Signed	06 Oct 2026, 01:42:43 pm (GMT+10:00)
Mobile number	[REDACTED]	Completed	06 Oct 2026, 01:42:45 pm (GMT+10:00)
Authenticated by	Email & 2FA	Signature	
Session Id	806c29530c1d43239b6068020548bca2		
Fingerprint	68e51e6be737a3d37b6b7e015d58ffd7		
IP Address	[REDACTED]		
User agent	Mozilla/5.0 (iPhone; CPU iPhone OS 26_6_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/440.2.984637025 Mobile/15E148 Safari/604.1		

This recipient's identity was verified using a two-factor authentication code delivered to their mobile phone.
Authentication fingerprint: 21c48c9b7692de6eb48ac13de6b65e9d

Recipient Id	7146936ca54d473ea415106e784b3fe2	Sent	06 Oct 2026, 08:40:03 am (GMT+10:00)
Recipient name	Eleftherios Tsioumas	Viewed	06 Oct 2026, 08:41:52 am (GMT+10:00)
Email address	[REDACTED]	Signed	06 Oct 2026, 08:42:41 am (GMT+10:00)
Mobile number	[REDACTED]	Completed	06 Oct 2026, 08:42:43 am (GMT+10:00)
Authenticated by	Email & 2FA	Signature	
Session Id	6531a1069842498892cb649b1d3b6799		
Fingerprint	9c7330363686729ae9576852ea610827		
IP Address	[REDACTED]		
User agent	Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.6.1 Mobile/15E148 Safari/604.1		

Audit log

06 Oct 2026, 08:33:08 am	The envelope has been created by REIV VicForms.
06 Oct 2026, 08:39:59 am	The envelope has been sent by REIV VicForms.
06 Oct 2026, 08:40:07 am	Eleftherios Tsioumas [REDACTED] has been emailed a copy of the envelope to complete.
06 Oct 2026, 08:40:08 am	Fujun Peng [REDACTED] has been emailed a copy of the envelope to complete.
06 Oct 2026, 08:41:52 am	Eleftherios Tsioumas [REDACTED] has opened and viewed the envelope.
06 Oct 2026, 08:42:41 am	Eleftherios Tsioumas [REDACTED] has completed the envelope.
06 Oct 2026, 01:40:34 pm	Fujun Peng [REDACTED] has opened and viewed the envelope.
06 Oct 2026, 01:42:43 pm	Fujun Peng [REDACTED] has completed the envelope.
06 Oct 2026, 01:42:46 pm	The envelope has been viewed and completed by all recipients.