

Contract of sale of land

Property: 6 Lawson Street HAWTHORN EAST VIC 3123

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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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

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

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

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

SIGNED BY THE VENDOR:

on

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

Darryl Alfred Cuzzubbo

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

Rina Rita Cuzzubbo

State nature of authority, if applicable:

Not Applicable

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

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Particulars of sale**Vendor's estate agent**

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

Vendor

Name: Darryl Alfred Cuzzubbo
Address:
ABN/ACN:
Email:

Vendor

Name: Rina Rita Cuzzubbo
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Venue Legal Consulting
Address: 8 Parliament Street, Brighton VIC 3186
Email: chris@venuelegal.com
Tel: 03 9592 3636 Mob: 0417 616 805 Fax: Ref:

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Fax:

DX:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume: 12006 Folio: 620		PC377754E

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

6 Lawson Street HAWTHORN EAST VIC 3123

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

All fixed floor coverings, electric light fittings and window furnishings

Payment

Price:

Deposit

by

(of which \$

has been paid)

Balance

payable at settlement

Deposit bond
☐ General condition 15 applies only if the box is checked
Bank guarantee
☐ General condition 16 applies only if the box is checked
GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked
Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)
☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box

☐ is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding further 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*

6 LAWSON STREET HAWTHORN EAST VIC 3123

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to 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*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 15. DEPOSIT BOND**
 - 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
 - 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
 - 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
 - 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
 - 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
 - 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
 - 15.8 This general condition is subject to general condition 14.2 [deposit].
- 16. BANK GUARANTEE**
 - 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
 - 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
 - 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
 - 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
 - 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, 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 this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Special Conditions

1. AUCTION

If the Property is offered for sale by auction, it shall be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the *Sale of Land Regulations 2005*, or any rules prescribed by regulation which modify or replace those rules.

2. ACKNOWLEDGEMENTS

2.1. This Contract contains all terms and conditions relating to the sale of the property by the Vendor to the Purchaser and the only enforceable obligations of the parties in relation to the said sale are those set out therein. Any and all representations, promises, conditions, warranties or other items leading up to this Contract which are not expressly contained in the Contract or the Vendor's Statement, including those which may have been made by the Vendor or by any person on behalf of the Vendor (including the Vendor's Agent) are expressly negated and withdrawn.

2.2. The Purchaser acknowledges that:

- a) No information, representation or warranty provided or made by the Vendor, the Vendor's Agent or the Vendor's Representative was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- b) No information, representation or warranty provided by the Vendor, the Vendor's Agent or the Vendor's Representative has been relied upon by it;
- c) The Vendor, the Vendor's Agent and the Vendor's Representative have not made any representation in relation to the measurements of the property and do not warrant that the property as presently fenced or otherwise occupied accords with the title measurements referred to on the Certificate of Title;
- d) The Vendor makes no representation that the improvements on the land sold or any alterations and/or additions thereto comply with the requirements of the responsible Authorities and save as is otherwise expressly provided, the Purchaser acknowledges that it is purchasing the property in its present condition and state of repair and is subject to all faults and defects in the property both patent and latent and subject to all contaminants that may be in or on the property;
- e) The Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property;
- f) The Purchaser has inspected the property and relies entirely upon its own inspections, searches and enquiries in connection with the Property; and
- g) To the extent permissible by law, the Vendor has no liability to the Purchaser for or in connection with any information, representation or warranty that has been provided or made by or on behalf of the Vendor.

2.3. The Purchaser shall not make any requisition, objection or claim for any compensation, refuse or delay settlement or payment of the balance as a result of:

- a) any alleged misrepresentation made by the Vendor, the Vendor's agent or other person to it; or
- b) the state of repair or condition of the property or in relation to any contaminant in or on the property or in relation to any encroachment onto the land or any encroachment by buildings on the land over abutting lands or in relation to the location of any fences on the land or on abutting lands or in relation to any failure to comply with any planning scheme, planning permits, restrictive covenant or other restriction affecting the property or any failure to comply with any building regulations. None of these things constitute a defect in the Vendor's Title.

3. TIME

The Purchaser agrees that any extension of the time whether expressed or implied granted by the Vendor shall be subject to the proviso that time shall remain of the essence in this Contract.

4. PROPERTY SOLD SUBJECT TO RESTRICTIONS

The property is sold subject to any restriction as to user under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of the land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract and the Purchaser shall not be entitled to any compensation from the Vendor in respect thereof. The Purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent in respect of the use to which the property may be put unless same are included in this Contract or in the Vendor's Statement.

5. PURCHASER'S WARRANTIES

The Purchaser covenants and warrants with and to the Vendor that:

- a) If the Purchaser is a corporation, it is a body corporate duly formed or incorporated in a State or Territory of Australia;
- b) The consent or licence of any person or body is not required to the Purchaser entering into this Contract or the purchase hereby effected; and
- c) The Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever including by reason of any trust, charge or undertaking.

6. PASSING OF PROPERTY

The property and the chattels hereby sold shall not pass to the Purchaser until the payment in full of the purchase price.

7. PENALTY INTEREST

If the Purchaser defaults in the payment of any monies payable under this Contract then whether or not demand therefore is made interest at the rate of five per centum (5%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the monies overdue during the period of default shall be paid by the Purchaser without prejudice to any other rights of the Vendors.

8. DEFAULT

- 8.1. If the Vendors serve on the Purchaser a notice consequent upon a default by the Purchaser under this Contract then the default shall not be deemed to be remedied until the Purchaser has paid to the Vendors all legal and other costs and expenses incurred by the Vendors occasioned by the default together with any interest payable by the Purchaser under this Contract. For the purposes of this clause, the Vendor's legal costs for preparing and serving a default notice on the Purchaser shall be the sum of \$500 plus any applicable GST and upon settlement, the Purchaser must pay or allow this sum to the Vendor's lawyer for the amount of such legal costs.
- 8.2. The Purchaser will pay any costs and expenses incurred by the Vendor by reason of any default by the Purchaser in the observance or performance of any of the terms and conditions of this Contract including the following:
 - a) Interest paid by the Vendor pursuant to the mortgage currently encumbering the title which falls due for payment on or after the date of the Purchaser's default;
 - b) All legal costs and expenses incurred by the Vendor as a consequence of the default including those costs referred to in clause 19.1;
 - c) Storage and removal expenses in respect of goods and chattels removed from the property by the Vendor;
 - d) Rental accommodation expenses incurred by the Vendor;
 - e) Any default liability incurred by the Vendor in respect of a contract for the purchase of another property which arises by reason of the default of the Purchaser under the provision of this Contract, the Purchaser acknowledging advice from the Vendor that the Vendor has purchased another property in reliance on the sale of the subject property settling on the agreed settlement date; and
 - f) All expenses associated with obtaining bridging finance to complete the Vendor's purchase of another property or to effect repayment of a matured loan facility that the Vendor had secured on the property and all interest charged on such bridging finance.

9. COVENANTS AND EASEMENTS

The Purchaser agrees to accept all covenants, easements and encumbrances which affect the property and shall seek no compensation or damages from the Vendor with respect to such covenants, easements or encumbrances whether they are shown on the title or note.

10. COMPLIANCE WITH NOTICES RELATING TO THE PROPERTY

The Purchaser shall assume liability at his own expense for compliance with any notice or order relating to the Property (other than those referring to apportionable outgoings) which are made or issued on or after the Day of Sale and indemnifies and shall keep indemnified the Vendors from and against all actions, claims, demands, costs and expenses arising in connection therewith but the Purchaser shall be entitled to enter on to the Property (without thereby being deemed to have accepted title) at any time for the purpose of complying with any such notice or order which is required to be complied with prior to the Settlement Date.

11. DISCLAIMER OF COMPLIANCE WITH BUILDING REGULATIONS

The Vendors make no representations that any improvements alterations or additions in relation to the

Property has any required permit or complies with any Building Regulations, the requirements of the local municipal council or any other statutory or other requirements. The Purchaser shall not make any requisitions or claim any compensation in respect of the state of repair or condition of any improvements or items at the Property or in respect of any non-compliance of this provision and shall not call upon the Vendor to bear all or any part of the cost of compliance.

12. FOREIGN TAKEOVERS ACT

The Purchaser warrants to the Vendor that any approval required under the *Foreign Takeovers Act 1975* as amended or any real estate policy guidelines of the Commonwealth Government and/or the approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the *Foreign Takeovers Act 1975* or such guidelines has been obtained.

13. DIRECTORS' GUARANTEE

- 13.1. If the Purchaser is a corporation the Purchaser shall at the time of execution of this Contract deliver to the Vendors an enforceable guarantee and indemnity for the full observance and performance by the Purchaser of every obligation of the Purchaser under this Contract duly executed by each and every director of the Purchaser and any other person or corporation as may reasonably be required by the Vendors.
- 13.2. The guarantee and indemnity will be in the form of the Deed of Guarantee and Indemnity annexed and marked with the letter "A" ("the Guarantee").
- 13.3. If the duly executed Guarantee is not delivered to the Vendors on the Day of Sale the Purchaser will be deemed to be in default under this Contract and the Vendor may exercise all of his rights and remedies accordingly.

14. MULTIPLE PURCHASERS

- 14.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of the sale the proportions in which they are buying the property.
- 14.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 14.3. The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 14.4. This special condition shall not merge on completion.

15. NOMINATION

Further to General Condition 4 of the Contract, the Purchaser may at least 21 days prior to the settlement day to nominate and substitute another person as Purchaser under this Contract in addition to or in place of the Purchaser. The substitution shall be effected by the Purchaser delivering to the Vendor's lawyer a completed nomination form together with the following:

- a) If the substituted Purchaser is a body corporate, an executed guarantee by the directors of the body corporate at the same time as the completed nomination form; and
- b) An authority to the Vendor authorizing the Vendor to apply the deposit paid (or any Deposit Bond or Bank Guarantee provided) under this Contract as the deposit payable under the Contract by the substituted Purchaser.

16. VENDOR GST NOTICE

The Vendor warrants that 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 Property.

17. RELEASE OF DEPOSIT

The Purchaser agrees that upon this Contract becoming unconditional, there are no conditions in this Contract which enure for the benefit of the Purchaser within the meaning of section 27 of the Sale of Land Act 1962.

18. INTERPRETATION

In the interpretation of this Contract:

- a) where the context permits words importing the singular shall mean and include the plural and vice versa and words importing any gender shall mean and include all other genders;
- b) a reference to a statute includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;

- c) this Contract is to be interpreted so that it does not infringe against the Acts of Parliament or any regulation made under those Acts AND any term or condition of this Contract which does so infringe shall be read down to the extent necessary to give it, if possible, an operation of a partial character but if that is not possible such term or condition shall be deemed to be severable PROVIDED ALWAYS if any term or condition of this Contract is held invalid by a Court such term or condition shall be disregarded and the remainder of this Contract shall continue to have full force and effect;
- d) headings are inserted for reference purposes only and shall not be construed as forming part of this Contract nor shall they in any way affect the interpretation of this Contract.
- e) this Contract is deemed to be made in Victoria and construed in accordance with the laws of the State of Victoria and each of the parties submit to the jurisdiction of the Court of Victoria;
- f) any covenant obligation or undertaking on the part of two or more persons in this Contract binds them jointly and each of them severally;
- g) the covenants and provisions contained in this Contract comprise the whole of the agreement between the parties and it is agreed that no other covenants or provisions in respect of the Property or otherwise are implied in this Contract and all representations communications and prior agreements in relation to this Contract are merged in and superseded by this Contract;
- h) notwithstanding settlement or transfer of title to the Purchaser any provision of this Contract which is capable of taking effect after settlement will not merge on settlement and will continue in full force and effect; and
- i) no waiver of any breach of this Contract or of any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against who the waiver is claimed. No waiver of any breach will operate as a waiver of any breach of a subsequent breach.

A

THIS DEED OF GUARANTEE AND INDEMNITY is made by the persons named and described in item 1 of the Schedule ("the Guarantors") who in consideration of the Vendors named and described in Item 2 of the Schedule ("the Vendors") selling to the Purchaser named and described In Item 3 of the Schedule ("the Purchaser") at our request the property described in the Contract of Sale of Real Estate made on the date specified in Item 4 of the Schedule ("the Contract") for the price and upon the terms and conditions set out in the Contract DO HEREBY for ourselves our respective heirs executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendors as follows:

1. If at any time default shall be made in:

- a. the payment of the deposit money, residue of the purchase money, interest or other monies payable by the Purchaser to the Vendors under the Contract; or
- b. in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchaser

we will forthwith on demand by the Vendors pay to the Vendors the whole of such deposit residue of purchase money or other monies which shall then be due and payable to the Vendors and will keep the Vendors indemnified against all loss of purchase money interest and other monies payable under the Contract and all losses costs charges and expenses whatsoever which the Vendors may incur by reason of any default as aforesaid on the part of the Purchaser.

2. This Guarantee and Indemnity shall be a continuing one and shall not be released by any neglect or forbearance on the part of the Vendors in enforcing payment of any of the monies payable under the Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which may under the law relating to sureties but for these provisions have the effect of releasing us and our heirs executors and administrators.

EXECUTED AS A DEED this

day of

20

SIGNED SEALED AND DELIVERED by)

THE GUARANTORS in the presence of: }

.....

Witness

SCHEDULE

ITEM 1 GUARANTORS:

ITEM 2 VENDOR:

ITEM 3 PURCHASER:

ITEM 4 CONTRACT DATE:

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	6 Lawson Street HAWTHORN EAST VIC 3123	
Vendor's name	Darryl Alfred Cuzzubbo	Date
Vendor's signature		
Vendor's name	Rina Rita Cuzzubbo	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

None to the vendors' knowledge

1.3 Terms of 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.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ *Is in the attached copies of title document/s.

☐ *Is as follows:

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

None to the vendors' knowledge

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

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:

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).

Are contained in the attached certificate.

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*

6.1 Not applicable.

7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
--	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. ☐ DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

6 LAWSON STREET, HAWTHORN EAST 3123
6 LAWSON STREET, HAWTHORN EAST 3123
Register Search Statement (Title) Volume 12006 Folio 620
Instrument Search 0804598
Instrument Search 0632965
Copy of Plan PC377754E
State Revenue Office: Land Tax Certificate - 12006/620
Vicroads: Vicroads Certificate - 12006/620
Boroondara: Land Information Certificate - 12006/620
Boroondara: Building Approval 326 (1) - 12006/620
Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s) and Planning R
Yarra Valley Water: Water Information Statement - 12006/620

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12006 FOLIO 620

Security no : 124093848467A

Produced 19/11/2021 11:03 AM

LAND DESCRIPTION

Land in Plan of Consolidation 377754E.

PARENT TITLES :

Volume 08835 Folio 613 Volume 11934 Folio 806

Created by instrument PC377754E 09/08/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

DARRYL ALFRED CUZZUBBO

RINA RITA CUZZUBBO both of 6 LAWSON STREET HAWTHORN EAST VIC 3123

PC377754E 09/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT039100S 02/03/2020

MACQUARIE BANK LTD

COVENANT as to part 0632965

COVENANT as to part 0804598

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

DIAGRAM LOCATION

SEE PC377754E 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: 6 LAWSON STREET HAWTHORN EAST VIC 3123

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

Effective from 02/03/2020

DOCUMENT END

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1780465

W. R. Rylah

804598

FREEHOLD

Victoria



Hand

Transfer of Land.



I FREDERICK JOHN CATO of Tooronga Road Hawthorn Merchant being registered as the proprietor of an estate in fee simple in the -- land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SIXTY SEVEN POUNDS TEN SHILLINGS paid to me by ADA MILLS of Tooronga Road East Malvern Married Woman DO HEREBY TRANSFER to the said Ada Mills A l l my estate and interest in A l l T h a t piece of land being lot One hundred on Plan of Subdivision No. 5412 lodged in the Office of Titles and being part of Crown Portion 107 Parish of Boroondara County of Bourke and being part of the land particularly described in Certificate of Title 3451 Folio 690058 Together with a right of carriage way over the roads colored brown on -- the said Plan of Subdivision.

A N D I the said Ada Mills do hereby for myself my heirs executors administrators and transferees covenant with the said Frederick John Cato his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the balance of the land in the said Certificate of Title that I my heirs executors administrators and transferees will not at any -- time erect more than one dwelling on the said lot and I request -- that this covenant shall appear as an encumbrance on the Certificate of Title to be issued for the said lot and run with the land

D a t e d the 21st day of June One thousand nine hundred and sixteen.

SIGNED by the said Frederick John)
Cato in the presence of)

Fred J. Cato

Walter R. Rylah
Solicitor Melbourne

SIGNED by the said ADA MILLS in)
the presence of)

Ada Mills

Handy Sally
Clerk to W.R. Rylah
Solicitor Melbourne

ENCUMBRANCES REFERRED TO

The encumbrances set out at the foot of the abovementioned Certificate of Title.

5451 Mr Co.
858

Log Co. etc. from on LP 5412
less Sp Rls and the covenants
No 632965 + 804598



0804598-1-7

7/7/16

30.6.16

3/7/16

Dated

26th June 1916

1776228

F. J. CATO ESQ.

-to-

MRS. A. MILLS

TRANSFER OF LAND

W. R. RYLAND
Solicitor
Melbourne

[Large handwritten flourish]

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	NAMES OF THE PARTIES THERETO	NUMBER OR SYMBOL THEREON
Transfer as to part and Creation of Easement	THE 26 th DAY OF June 1916 AT 2.45 O'CLOCK IN THE afternoon	Frederick John Cato to Ada Mills.	804598
<p><i>[Signature]</i></p> <p>I Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 3451 FOL 690058.</p>		<p><i>[Signature]</i> ASSISTANT REGISTRAR OF TITLES.</p>	



D804598-1-7

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Natural Resources
and Environment

AGRICULTURE
RESOURCES
CONSERVATION
LAND MANAGEMENT

632965

TRANSFER OF LAND

THE CITY BRICKWORKS COMPANY PROPRIETARY LIMITED of Camberwell Road Upper Hawthorn being registered proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of seven thousand pounds paid to it by FREDERICK JOHN CATO of Tooronga Road Hawthorn Merchant Doth hereby transfer to the said Frederick John Cato All its estate and interest in All that piece of land being part of Crown Portion One hundred and seven Parish of Boroondara and more particularly described in Certificate of Title entered in the Register Book Volume 3287 Folio 657341 Together with a right of carriageway over the road coloured brown on the map in the margin of the said Certificate of Title And I the said Frederick John Cato do hereby for myself my executors administrators and transferees covenant with the said The City Brickworks Company Proprietary Limited that I will not at any time hereafter carry on or allowed to be carried on any brick or tile making operations on the said land and I request that this covenant will appear as an encumbrance upon the said Certificate of Title and run with the said land .

ENCUMBRANCES REFERRED TO

The encumbrances set out at the foot of the above mentioned title .

I CERTIFY THAT THE INFORMATION SET OUT ABOVE IS A REPRODUCTION OF THE CONTENTS OF REGISTERED TRANSFER 632965 .

N.B. THIS SUBSTITUTE TRANSFER HAS BEEN PREPARED AS THE ORIGINAL TRANSFER CANNOT BE LOCATED IN THIS OFFICE AND THE MICROFILMED COPY IS ILLEGIBLE .

ASSISTANT REGISTRAR OF TITLES

DATE : 22 - 8 - 1998

LAND TITLES OFFICE

283 Queen Street, Melbourne 3000, DX 250639
Telephone (03) 9603 5555 Facsimile: (03) 9603 5556

Victoria ON THE MOVE

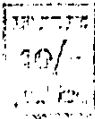
141694

N. R. Ryland

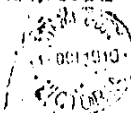
682965

Victoria

Transfer of Land



FIREHOLD



THE CITY BRICKWORKS COMPANY PROPRIETARY LIMITED of Camberwell Road Upper Hawthorn being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Seven Thousand Pounds paid to it by FREDERICK JOHN CATO of Tooronga Road Hawthorn Merchant Doct Hereby Transfer to the said Frederick John Cato All its estate and interest in All That piece of land being part of Crown Portion One hundred and seven Parish of Borondare County of Bourke particularly described in Certificate of Title entered in the register Book Volume 3287 Folio 657341 Together with a right of carriage way over the road colored brown on the map in the margin of the said Certificate of Title And I the said Frederick John Cato do hereby for myself my executors administrators and transferees covenant with the said The City Brick Works Company Proprietary Limited that I will not at any time hereafter carry on or allow to be carried on any brick or tile making operations on the said land and I request that this covenant will appear as an encumbrance upon the said Certificate of Title and run with the said land.

Dated the *Twentieth* day of September One thousand nine hundred and ten.)

The Common Seal of The City Brick Works Company Proprietary Limited was hereto affixed by us



Daniel Chandler
Wm. Carr
A. Spray

Directors

Secretary

The covenanted area has been removed as notified by C.T. 662/1395 and 1396

10/11/10
[Signature]

5/10/10

VLTO

"This reproduction is the best obtainable from the original."

Signed ~~at~~ the said Frederick John
in the presence of

W. J. C. do

W. J. C. do

For Messrs.

MEMORANDUM REFERRED TO...

The Covenant abovementioned.

Dated 11th September 1910

THE CITY BRICK WORKS COMPANY
PROPRIETARY LIMITED.

TO

F. J. CATO ESQ.

TRANSFER OF LAND

W. R. BYLISH,
Solicitor,
Melbourne.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	NAMES OF THE PARTIES THERETO	NUMBER SYMBOL THEREON
<i>Transfer</i>	<i>THE 1st DAY OF October 1910 at 11.10</i> CLOCK IN THE fore noon.	<i>The City Brickworks Company Proprietary Limited to Frederick John Cato</i>	<i>632965</i>

M. S. McCarty

ASSISTANT REGISTRAR OF TITLES

I HEREBY CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL. *3284* FOL. *657341*

M. S. McCarty

ASSISTANT REGISTRAR OF TITLES

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	PC377754E
Number of Pages (excluding this cover sheet)	2
Document Assembled	19/11/2021 11:07

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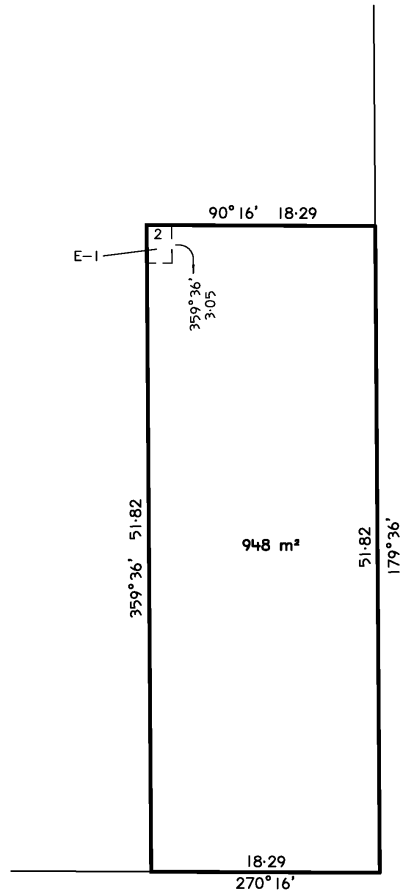
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The document is invalid if this cover sheet is removed or altered.

PLAN OF CONSOLIDATION				EDITION 1		PC 377754E	
LOCATION OF LAND PARISH: BOROONDARA TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 107 (PART) TITLE REFERENCE: VOL. 8835 FOL. 613 & VOL. 11934 FOL. 806 LAST PLAN REFERENCE: LP 5412, LOT 100 & TP 954304U, LOT 1 POSTAL ADDRESS: 6 LAWSON STREET, (at time of subdivision) HAWTHORN EAST. 3123. MGA94 CO-ORDINATES: E 328 330 ZONE: 55 (of approx. centre of land N 5809 825 in plan)				Council Name: Boroondara City Council Council Reference Number: subcer18/00135 Planning Permit Reference: planning permit not required SPEAR Reference Number: S125116E Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Roxanne Marie Kavanagh for Boroondara City Council on 24/07/2018			
NOTATIONS DEPTH LIMITATION: DOES NOT APPLY				NOTATIONS			
SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.							
EASEMENT INFORMATION							
LEGEND: E - ENCUMBERING EASEMENT A - APPURTENANT EASEMENT R - ENCUMBERING EASEMENT (ROAD)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-I	AS PROVIDED FOR IN SEC. 207(C) OF THE L.G.A. 1989	SEE DIAG.	SECTION 207(C) OF THE L.G.A. 1989	YARRA VALLEY WATER & BOROONDARA CITY COUNCIL			
 KIRKPATRICK & WEBBER PTY. LTD. Land Surveyors and Planning Consultants ABN 84 962 510 405 15 Maroondah Hwy, Croydon Vic. 3136 Tel. (03) 9870 4422 Fax. (03) 9870 5267 E-mail. admin@kirkpatrickwebber.com.au				SURVEYORS REF: 9386B		ORIGINAL SHEET SIZE A3	SHEET 1 OF 2 SHEETS
				Digitally signed by: GREGORY ROBERT O'NEILL (Kirkpatrick & Webber Pty. Ltd.), Surveyor's Plan Version (1), 06/07/2018, SPEAR Ref: S125116E		PLAN REGISTERED TIME: 11:21am DATE: 09 / 08 / 2018 B Puniarangan Assistant Registrar of Titles	

PLAN OF CONSOLIDATION

PC 377754E



BULEY STREET

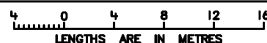
LAWSON STREET



KIRKPATRICK & WEBBER PTY. LTD.
Land Surveyors and Planning Consultants

ABN 84 962 510 405
15 Maroondah Hwy, Croydon Vic. 3136
Tel. (03) 9870 4422 Fax. (03) 9870 5267
E-mail. admin@kirkpatrickwebber.com.au

SCALE
1:400



SURVEYORS REF: 9386B

Digitally signed by: GREGORY ROBERT O'NEILL
(Kirkpatrick & Webber Pty. Ltd.),
Surveyor's Plan Version (1),
06/07/2018, SPEAR Ref: S125116E

ORIGINAL SHEET
SIZE A3

SHEET 2

Digitally signed by:
Boroondara City Council,
24/07/2018,
SPEAR Ref: S125116E

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / VENUE LEGAL CONSULTING

Your Reference:	21667
Certificate No:	49577096
Issue Date:	19 NOV 2021
Enquiries:	ESYSPROD

Land Address: 6 LAWSON STREET HAWTHORN EAST VIC 3123

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10455128		377754	12006	620	\$0.00

Vendor: RINA CUZZUBBO & DARRYL CUZZUBBO

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
RINA RITA CUZZUBBO	2021	\$2,720,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$4,170,000

SITE VALUE: \$2,720,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 49577096

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$21,335.00

Taxable Value = \$2,720,000

Calculated as \$9,375 plus (\$2,720,000 - \$1,800,000)
multiplied by 1.300 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 49577096

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 49577096

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Venue Legal Consulting C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 394599

NO PROPOSALS. As at the 19th November 2021, 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®.

6 LAWSON STREET, HAWTHORN EAST 3123
CITY OF BOROONDARA

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: 19th November 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 57549920 - 57549920110342 '394599'

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

Applicant:

**Victorian Land Registry Services Pty Ltd
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008**

Issue Date: **19/11/2021**Your Reference: **394599**Certificate No: **wLIC39937**Property No.: **453620**

This Certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Property Location:

6 Lawson Street HAWTHORN EAST VIC 3123

Property Description:

Lot 100 LP 5412 Vol 8835 Fol 613**Lot 1 TP 954304U Vol 11934 Fol 806****PC 377754E Vol 12006 Fol 620**Site Value: **2700000**Capital Improved Value: **4150000**Net Annual Value: **207500**Level of Value Date: **1/01/2021**Effective Date of Valuation: **1/07/2021**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

Rates for the year ending 30th June 2022

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

Current Year's Rates & Charges	
General Rates	\$5,955.15
Fire Services Property Levy	\$358.85
Payment/Adjustments	\$1,577.00-
Current Balance	\$4,737.00

Camberwell office 8 Inglesby Road Camberwell VIC T 9278 4444 F 9278 4466

Postal address Private Bag 1, Camberwell VIC 3124

Email boroondara@boroondara.vic.gov.au

Website www.boroondara.vic.gov.au

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **6 Lawson Street HAWTHORN EAST VIC 3123**

Property No.: **453620**

Certificate No.: **wLIC39937**

ADDITIONAL INFORMATION

Street Information

Properties abutting unmade streets may be liable for street construction charges should a private street construction scheme be implemented.

Flood Level Information

Other (If Applicable)

Important Notes:

1. This certificate may be updated verbally within a period of **THREE MONTHS** from date of issue. It should be noted that Council would only be held responsible for information given in writing i.e. a new certificate and not information provided or confirmed verbally.
2. Payments not made by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made.
3. Payments shown are subject to clearance by the bank.
4. Date for declaring council rates and charges for **01/07/2021 to 30/06/2022** on **28/06/2021**.
5. In accordance with Section 175 of the Local Government Act 1989, after settlement any rates or charges (including interest) that are unpaid are the responsibility of the new owner and are due and payable:
 - Full payment due by: **15/02/2022**.
 - Instalments due by: **30/09/2021; 30/11/2021; 28/02/2022; 31/5/2022**.
 - If in arrears: **Immediately**

	Biller Code: 93633 Ref: 01253103
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

For further information, please contact Council's Property Services on ☎ (03) 9278 4325

Receipt for the sum of \$27.40 being the fee for this certificate is acknowledged.

I hereby certify at the date of this certificate the information supplied is true and correct for the property described in this certificate.



J. G. Lorkin
Coordinator Revenue & Property Services

BUILDING PERMIT INFORMATION
Building Regulations 2018



26 November 2021

Victorian Land Registry Services P/L
(Building Certificates)
Gpo Box 527
MELBOURNE VIC 3001

Dear Sir/Madam

RE: 6 Lawson Street HAWTHORN EAST VIC 3123
OUR REF: BInf21/36209
YOUR REF: 57549920-015-1

In response to your request received on 19 Nov 2021 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following is provided -

Details of any Building Permits/Occupancy Permits and Certificates of Final Inspection issued within the last 10 years as listed on the attached table.

Details of any current Building Notice or Order issued under the Building Act 1993 are listed on the attached table where applicable.

Council is unaware of any current statement(s) issued under regulation 64(1) or 231(2) of the Building Regulation 2018.

The information contained within this letter is based on current council electronic records available as at the date of this letter. An archive search has not been carried out.

For your information I wish to draw your attention to the following safety issues:

- (a) requirements for safety barriers for all swimming pools and spas pursuant to regulation 136 to 139 of the Building Regulations 2018
- (b) maintenance and operation of swimming pool and spa safety barriers pursuant to Regulation 140 & 143 of the Building Regulation 2018, and
- (c) requirements for smoke alarms in existing residential building pursuant to Regulation 145 of the Building Regulation 2018.

Note: Tree removal and pruning of trees may require a permit under Tree Protection Local Law 1F. Trees that are affected by the Local Law include significant trees and canopy trees as defined under Local Law 1F, and any multi-stemmed tree where the total circumference of all its stems measured at 1.5m from the ground equals or is greater than 110 cm (centimetres).

Please note: All Swimming Pool/Spa Owners are required to register with Council by 1 November 2020. For further details visit www.boroondara.vic.gov.au.

If you have any further queries, please contact Nyrie Zougab on 9278 4863.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Asanka Kodikara', with a stylized flourish extending from the end.

Asanka Kodikara
MANAGER BUILDING SERVICES
MUNICIPAL BUILDING SURVEYOR

Details of any Building Permits issued in the last 10 years

Building Permits issued by Private Building Surveyors

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued	Relevant Building Surveyor	Building Surveying Company	Contact Phone
NIL							

Building Permits issued by City of Boroondara

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued
NIL				

Please note: building permits for all building and demolition works approved after 1 July 1994 are subject to the issuance of a Certificate of Final Inspection or an Occupancy Permit.

Details of any current Building Notices or Orders issued

Council issued

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Council issued prior to 2009

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Issued by a Private Building Surveyor

Type of Notice or Order	Date Issued	Details of Notice or Order	Relevant Building Surveyor	Building Surveying Company	Contact phone
Building Order Under Section 113 (Minor Works)	25/11/2014	Minor Works Order relates to numerous fencing issues	Alan Lorenzini	Lorenzini Group	9855 1444

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 19 November 2021 11:07 AM

PROPERTY DETAILS

Address: **6 LAWSON STREET HAWTHORN EAST 3123**
Lot and Plan Number: **Plan PC377754**
Standard Parcel Identifier (SPI): **PC377754**
Local Government Area (Council): **BOROONDARA**
Council Property Number: **453620**
Planning Scheme: **Boroondara**
Directory Reference: **Melway 59 G4**

www.boroondara.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/boroondara

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **CITIPOWER**

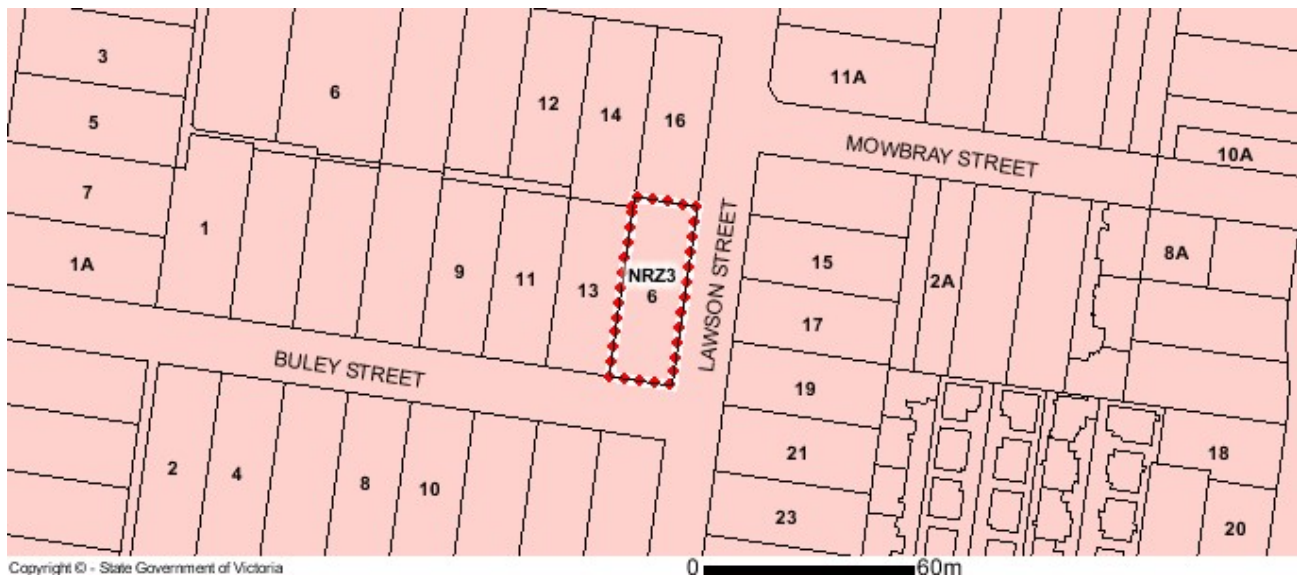
STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **HAWTHORN**

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



 **NRZ - Neighbourhood Residential**

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

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

Planning Overlay

None affecting this land



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

Further Planning Information

Planning scheme data last updated on 16 November 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

19th November 2021

Venue Legal Consulting C/- InfoTrack C/- LANDATA
LANDATA

Dear Venue Legal Consulting C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

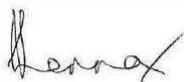
Property Address:	6 LAWSON STREET HAWTHORN EAST 3123
Applicant	Venue Legal Consulting C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30651848
Conveyancing Account Number	7959580000
Your Reference	394599

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	6 LAWSON STREET HAWTHORN EAST 3123
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	6 LAWSON STREET HAWTHORN EAST 3123
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

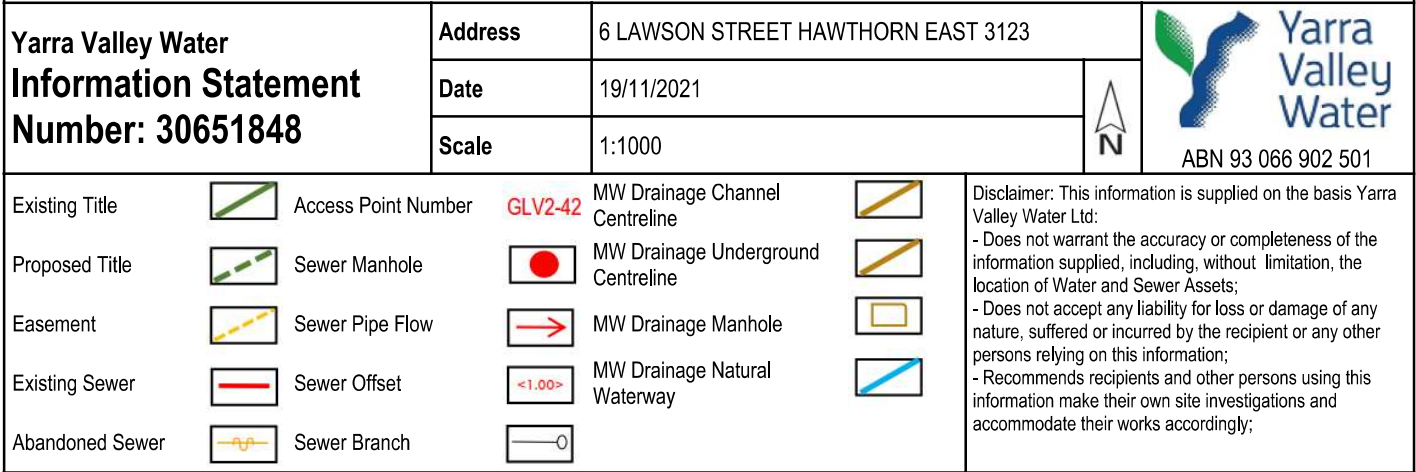
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Venue Legal Consulting C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6238483826
Rate Certificate No: 30651848

Date of Issue: 19/11/2021
Your Ref: 394599

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 LAWSON ST, HAWTHORN EAST VIC 3123		1024754	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2021 to 31-12-2021	\$19.71	\$19.71
Residential Water Usage Charge <i>Step 1 – 40.920000kL x \$2.47490000 = \$101.27</i> <i>Step 2 – 29.080000kL x \$3.13830000 = \$91.26</i> Estimated Average Daily Usage \$2.07	27-07-2021 to 28-10-2021	\$192.53	\$190.53
Residential Sewer Service Charge	01-10-2021 to 31-12-2021	\$112.57	\$112.57
Residential Sewer Usage Charge <i>70.000000kL x 0.928607 = 65.002496 x 0.900000 =</i> <i>58.502246 x \$1.14260000 = \$66.84</i> Estimated Average Daily Usage \$0.72	27-07-2021 to 28-10-2021	\$66.84	\$66.84
Parks Fee	01-07-2021 to 30-06-2022	\$145.79	\$0.00
Drainage Fee	01-10-2021 to 31-12-2021	\$26.61	\$26.61
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$416.26
	Total Due		\$416.26

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1024754

Address: 6 LAWSON ST, HAWTHORN EAST VIC 3123

Water Information Statement Number: 30651848

HOW TO PAY



Biller Code: 314567
Ref: 62384838260



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1024754

Address: 6 LAWSON ST, HAWTHORN EAST VIC 3123

Water Information Statement Number: 30651848

Cheque Amount: \$