Contract of Sale of Real Estate

SOCRATIS SOCRATOUS AS EXECUTOR FOR THE ESTATE OF **DONNA SOCRATOUS**

(Vendor)

PROPERTY: 72 LINKS STREET, SUNSHINE WEST, VICTORIA

3020



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Contract of Sale of Real Estate

PROPERTY ADDRESS: 72 LINKS STREET, SUNSHINE WEST, VICTORIA 3020

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; and
- General Conditions:

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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 \$100.00 or 0.2% of the purchase price (whichever is more) if you end this contract in this way.

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purpose; 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.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 (Vic) in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing under power of attorney, or as director of a corporation, must be noted beneath the signature.

Any person whose signature is signed under power of attorney must provide a certified copy of the power of attorney document upon request.

SIGNED BY	PURCHASER	on	_/	_/ 2021
Signature:				
Full Name:				
Authority:				,
This offer wi specified).	ll lapse unless accepted within clea	ar busines	s days (3 days if none
SIGNED BY VENDOR		on	_/	_/ 2021
Signature:				
Full Name:	SOCRATIS SOCRATOUS AS EXECUTOR OF THE ESTATE OF DONNA SOCRATOUS			

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

Particulars of Sale

VENDOR'S	S ESTATE AGENT				
Name:	BELLS REAL ESTATE (SUNSHIN	IE)			
Address:	14 Devonshire Road, Sunshine, Victoria 3020				
Contact:	Tan Truong	Telephone:	(03) 9300 9000 / 0403 214 93		
Email:	tan@bellsrealestate.com.au	Facsimile:	(03) 9312 5895		
VENDOR					
Name:	SOCRATIS SOCRATOUS AS SOCRATOUS	EXECUTOR OF	THE ESTATE OF DONN		
Address:	c/- K & C Law Group, Level 14, 35	0 Queen Street, N	lelbourne, Victoria 3000		
VENDOR'S	S LEGAL PRACTITIONER OR CON	VEYANCER			
Name:	K & C LAW GROUP				
Address:	Level 14, 350 Queen Street, Melbo	ourne, Victoria 300	00		
Contact:	Derrick Ting	Telepho	ne: (03) 9670 6484		
Email:	derrick@kclawgroup.com.au	Facsimil	e: (03) 8080 1668		
PURCHAS	SER				
Name:					
Address:					
ACN:		_ ABN:			
PURCHAS	SER'S LEGAL PRACTITIONER OR	CONVEYANCER			
Name:					
Address:					
Contact:		Telepho	ne:		
Email:		Facsimil	e:		

LAND

The land is described in the table below:-

Certificate of Title reference	being lot	on plan
Volume 8102 Folio 574	465	LP011670

OR

As described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

72 LINKS STREET, SUNSHINE WEST, VICTORIA, 3020

GOODS SOLD WITH THE LAND

All fixed floor coverings, light fittings, window furnishings, fixtures and fittings of a permanent nature and as inspected.

PAYMENT			
Price:	\$		
Deposit:	\$	being an amount equal to 10% of be paid:	the Price, which must
		immediately upon the Purchas	er signing this Contract
		☐ by no later than 3:00pm on	////
		(of which the sum of \$	has been paid)
Balance:	\$	payable at settlement	
GST			
		a farming business is carried on irements of section 38-48 of the	
GST Act,	·	then add the words "farming	
	in scheme will be used to ca	liculate GST, then add the words	***************

SELLEM	=N1
is due on th	ne day of 2021 or earlier by mutual agreement.
LEASE	
property u	ent, the purchaser is entitled to vacant possession of the nless the words "subject to lease" appear in this box in refer to general condition 1.1:
If "subject	to lease", then particulars of the lease are contained in:
TERMS CO	ONTRACT
the Sale of this box a	ract is intended to be a terms contract within the meaning of Land Act 1962 (Vic), then add the word "terms contract" in and refer to general condition 23 and add any further by way of special conditions:
LOAN	
The followi	ng details apply if this contract is subject to a loan being approved:
Lender:	Any-financial or lending institution
Loan amount:	\$/ Approval// date:
GST WITH	HOLDING NOTICE
•	haser required to make a GST withholding payment under section 14-250 of Schedu xation Administration Act 1953 (Cth) in relation to this supply of land?
	Yes, GST withholding applies.
	The vendor will provide further details before settlement.
\boxtimes	No, GST withholding does not apply and the purchaser is not required to make ar payment for GST withholding tax.
	The vendor will notify the purchaser of any GST withholding tax payable if the vendor's circumstances change.
	This serves as a notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

Special Conditions

1. GENERAL PROVISIONS

1.1 Interpretation

In this contract, except to the extent the context otherwise requires:

- (a) a reference to a party to this contract includes that party's successors, personal representatives and permitted assigns;
- (b) a reference to a person includes a natural person, partnership, corporation, body corporate, firm, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency, or other entity or body of persons recognised by law;
- (c) a reference to any legislation, statute, ordinance, law or other statutory instrument includes:
 - a reference to that legislation, statute, ordinance, law or other statutory instrument as consolidated, amended, modified, re-enacted or replaced from time to time; and
 - (ii) any rulings, regulations or guidelines made or issued under or in relation to that legislation, statute, ordinance, law or other statutory instrument;
- (d) a reference to any document, instrument or agreement (including this contract) includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) words denoting the singular include the plural and vice-versa;
- (f) words importing a gender include the other gender;
- (g) alternative grammatical forms of defined words or phrases have corresponding meanings;
- (h) a reference to a currency (including a reference to dollars and expressions preceded by the symbol "\$") shall, unless expressed specifically in another currency, mean the currency of Australia;
- (i) a reference to a business day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria;
- (j) a reference to a month means a calendar month;
- (k) a reference to a year means 12 months;
- a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in Victoria, even if the obligation is to be performed elsewhere;
- (m) if an event must occur on a stipulated day which is not a business day, then the stipulated day will be taken to be the next business day;
- (n) a reference to any agency or body:
 - (i) which ceases to exist;
 - (ii) is reconstituted, renamed or replaced; or
 - (iii) has its powers or functions removed,

- means the agency or body which replaces it, or which has substantially the same powers or functions;
- (o) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (p) where the expression "include", "includes" or "including" is used, it means "including, but not limited to" or "including without limitation";
- (q) if 2 or more persons are described as a party, each person is liable for their obligations jointly and severally;
- (r) any agreement, representation, covenant, warranty or indemnity in favour of more than one person (including where they are included in the same defined term) is for the benefit of them jointly and severally;
- (s) a benefit given to a party which consists of more than one person (including where they are included in the same defined term) is a benefit given to each of them severally as well as all of them jointly;
- (t) headings and table of contents (if any) are used for reference only and do not affect the interpretation or the construction of any provision in this contract; and
- (u) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this contract or any part of it.

1.2 Unfair contract terms

If any part of this contract is deemed to be an unfair term or void for the purpose of the Australian Consumer Law established under the Trade Practices Act by virtue of the *Trade Practices Amendment (Australian Consumer Law) Act (No. 2)* 2010 (Cth), then that part will be severed from this contract and all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.

1.3 Purchaser as trustee

- (a) If the purchaser has entered into this contract as trustee upon the terms of any trust or is subject to any trust (trust) and whether or not the vendor has notice of the trust, then the purchaser enters into this contract as trustee of the trust and enters into all of the terms and conditions of the contract in the capacity as trustee of the trust and also for itself to be personally liable and responsible for the due and complete performance and observance of all the terms and conditions expressed or implied to be observed and performed by the purchaser.
- (b) The purchaser further represents, warrants and covenants that the purchaser has full, complete, valid and unfettered authority and power to enter into this contract pursuant to the provisions of the trust.

1.4 Further assurances

Each party must do all things, including executing and delivering any document, and give all consents which may be reasonably necessary or desirable to give effect to this contract and any part or parts of the contract:

- (a) unless this contract states otherwise, at that party's own expense; and
- (b) within a reasonable time of being requested by another party to do so.

1.5 Non-merger

Any provision of this contract and obligation of any party which is capable of taking effect after settlement of this contract, and all warranties and indemnities given by the purchaser under this contract, will not merge at settlement but instead will continue in full force and effect.

1.6 Severability

If any provision of this contract is or becomes void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

1.7 No right of set-off

Unless this contract states otherwise, the purchaser has no right of set-off against a payment due to another party.

1.8 Waiver

- (a) The non-exercise of or a delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right.
- (b) Waiver of any provision of this contract or a right created under it must be in writing and signed by the party giving the waiver and is only effective to the extent set out in that written waiver.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

1.9 Amendment

This contract may only be amended or varied in writing and signed by the parties.

1.10 Entire agreement

This contract supersedes all previous communications, representations, understandings and/or agreements between the parties on the subject matter of this contract and sets out the entire and exclusive agreement and understanding between the parties on the subject matter of this contract.

1.11 Governing law and jurisdiction

- (a) This contract is governed by, and construed in accordance with, the laws of Victoria.
- (b) The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts. The parties waive any right to object to any proceedings being brought before those courts on the grounds that the venue is inconvenient, the courts lack jurisdiction or for any other reason.

2. AMENDMENTS TO GENERAL CONDITIONS

- 2.1 The parties accept and confirm that **general conditions 6, 7, 10, 13.2, 17, 18, 24.4, 24.5 and 24.6** are deleted from this contract.
- 2.2 General condition 11.1(b) is amended by deleting the words "if there is no estate agent".
- 2.3 **General condition 11.5** is deleted and replaced by the following:
 - "11.5 For the purposes of **general condition 11**, "authorised deposit-taking institution" must be a corporate bank categorised by the Australian Prudential Regulatory Authority as an Australian owned bank or a foreign subsidiary bank carrying on business in Victoria."
- 2.4 **General condition 12.1** shall not apply to this contract, and the vendor relies on section 27 of the *Sale of Land Act* 1962 (Vic).
- 2.5 The following general condition 12.4 is added:
 - "12.4 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) to

have given the deposit release authorisation referred to in section 27(1) of that Act, the purchaser is also deemed to have accepted title in the absence of any prior express objection to title."

- 2.6 General condition 13.1 is deleted and replaced by the following:
 - "13.1 The purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act: or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act."
- 2.7 The following general condition 13.9 is added:
 - "13.9 If the vendor is liable for the payment of GST pursuant to **general condition 13.1**, the purchaser must reimburse the vendor within 7 days after the vendor provides a tax invoice in accordance with **general condition 13.3** to the purchaser confirming the vendor's liability to pay GST on this sale. Such tax invoice must contain the amount of GST, including any additional penalty and interest."
- 2.8 The following general condition 15.3 and general condition 15.4 are added:
 - "15.3 The purchaser must provide a statement of adjustments setting out adjustments under **general condition 15**, together with copies of all certificates and other information used to calculate the adjustments, to the vendor's legal practitioner at least 5 business days before the settlement date.
 - 15.4 If the purchaser does not comply with **general condition 15.3**:
 - (a) the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser delivers the statement of adjustments to the vendor's legal practitioner; and
 - (b) the purchaser must pay interest under **general condition 26** calculated from and including the settlement date to and including the date settlement occurs."
- 2.9 **General condition 24.3** is amended by deleting the words "but may claim compensation from the vendor after settlement".
- 2.10 General condition 26 is amended as follows:
 - 2.10.1 The reference to "2%" is deleted and replaced with "3%".
 - 2.10.2 The following is added at the end of the clause:
 - "The purchaser must pay any interest due on the earlier of the settlement date or the date the vendor demands payment."
- 2.11 General condition 27.1 is deleted and replaced by the following:
 - "27.1 A party is not entitled to exercise any rights arising from the other party's default, other than:
 - (a) the right to receive interest;
 - in the case of a default by the purchaser, payment of the vendor's reasonable costs incurred as a result of the default (including but not limited to legal costs and expenses); and

(c) the right to sue for money owing,until the other party is given and fails to comply with a written default notice."

2.12 General condition 28.3 is deleted and replaced by the following:

"28.3 If the contract ends by a default notice given by the purchaser, the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract."

2.13 The following general condition 28.6 is added:

- "28.6 If the vendor gives to the purchaser a notice of default under this contract, the default will not be remedied until:
 - (a) the purchaser has fully remedied the relevant default; and
 - (b) the purchaser has paid all costs and expenses incurred by the vendor (on a full indemnity basis) as a result of the default, including but not limited to:
 - legal cost and disbursements on a solicitor and client basis incurred in preparing and giving/serving the notice, and any advice and attendances;
 - (ii) any additional costs incurred by the vendor (including interest, discount on bills and borrowing expenses); and
 - (iii) interest pursuant to this contract."

3. ELECTRONIC CONVEYANCING

- 3.1 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 special condition 3 has priority over any other provision to the extent of any inconsistency.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. This **special condition 3** ceases to apply from when such a notice is given.
- 3.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purpose 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.
- 3.4 The vendor must open the Electronic Workspace (**Workspace**) as soon as reasonably practicable. The Workspace is an electronic address for service of notices and for written communications for the purposes of any electronic transaction legislation.
- 3.5 The purchaser must within 7 days of receiving the vendor's invitation to the Workspace:
 - (a) promptly enter the Workspace to accept the settlement date and time;
 - use best endeavours to accept the vendor's invitation to the Workspace within a reasonable time and to invite its mortgagee (where applicable); and
 - (c) create and digitally sign the instrument of transfer.
- 3.6 The parties confirm that the nominated date and time for locking of the Workspace is 3:00pm on

- the settlement date specified in this contract.
- 3.7 Locking occurs if, at the nominated date and time, the Workspace is in the "Ready" status and is capable of proceeding to settlement.
- 3.8 Settlement occurs when the Workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 3.9 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, through no fault of either party and after the locking of the Workspace, settlement fails to occur in accordance with **special condition 3.8** has not occurred.
- 3.10 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 3.11 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes (**keys**) to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber, or if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) direct the vendor's subscriber to give (or if there is no vendor's subscriber, give) all those documents and items and any such keys, to the purchaser's nominee on notification of settlement by the Electronic Network Operator.

4. TRANSFER

- 4.1 The purchaser must prepare and/or create a transfer of land document in the Workspace at least 5 business days before the settlement date.
- 4.2 If the purchaser does not comply with **special condition 4.1**:
 - the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser prepares and/or creates the transfer of land document in the Workspace; and
 - (b) the purchaser must pay interest under **general condition 26** calculated from and including the settlement date to and including the date settlement occurs."

5. **SETTLEMENT**

5.1 At settlement:

- (a) the purchaser must pay the balance in full to the vendor, free and clear of any deductions or withholdings, and without any set off or counterclaim whatever; and
- (b) the vendor must:
 - (i) provide the purchaser with the certificate of title, discharge of mortgage and signed transfer of land 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.
- 5.2 Settlement must take place by no later than 3:00pm on the settlement date specified in this contract.
- 5.3 If settlement cannot take place electronically pursuant to **special condition 3**, settlement must take place at the offices of the vendor's legal practitioner or at such other place as the vendor may direct by no later than 3:00pm on the settlement date specified in this contract.
- 5.4 If the purchaser does not comply with **special condition 5** or does not settle before 3:00pm on any other later date on which settlement is scheduled, then the purchaser is taken to be in default in payment and must upon demand pay to the vendor at settlement (in addition to any other moneys payable hereunder):
 - (a) an amount equal to lost interest that would have been payable if the moneys have been received and deposited with a financial institution; and
 - (b) all losses and damages sustained by the vendor as a consequence of failing to complete the purchase of any other property on the due date for settlement and/or failing to repay existing borrowings on the due date, including but not limited to, penalty interest, cost of bridging finance, removal and/or storage costs, accommodation expenses, additional interest and legal cost.

6. RELEASE OF SECURITY INTEREST

- 6.1 This special condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) (**PPSA**) applies.
- 6.2 If the vendor is an individual, the vendor shall advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with **special condition**6.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
- 6.3 The vendor must ensure that at or before settlement, the purchaser receives:
 - (a) a release from the secured party releasing the property from security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the PPSA 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 PPSA 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.
- 6.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of:
 - (a) any personal property that:

- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5,000.00 or, if a greater amount has prescribed for the purpose of section 47(1) of the PPSA, not more than that prescribed amount; or
- (b) any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

- (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
- (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 6.5 A release for the purposes of **special condition 6.3(a)** must be in writing. The release 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.
- 6.6 The purchaser must provide the vendor with a copy of the release under **special condition**6.3(a) at or as soon as practicable after settlement.
- 6.7 The vendor must also 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 in addition to ensuring a release is received under **special condition 6.3(a)** if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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.
- 6.9 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 **special condition 6.8** and if settlement is delayed, the purchaser must, as though the purchaser was in default, 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.
- 6.10 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This **special condition 6.10** applies despite **special condition 6.1**.
- 6.11 Words and phrases which are defined in the PPSA have the same meaning as **special** condition 6 unless context requires otherwise.

7. PURCHASER'S ACKNOWLEDGEMENTS AND WARRANTIES

- 7.1 The purchaser acknowledges, declares and agrees that prior to the signing of this contract:
 - (a) the purchaser has been provided with:
 - (i) a vendor's statement in relation to the property in accordance with section 32 of the Sale of Land Act 1962 (Vic); and
 - (ii) a deposit statement to the purchaser in accordance with section 27 of the Sale of Land Act 1962 (Vic);

- (b) the purchaser has received, or has had sufficient opportunity to receive, independent advice considered relevant by the purchaser to the purchaser's satisfaction in relation to this contract and its conditions, including legal advice and financial advice;
- (c) the purchaser has negotiated, or has had sufficient opportunity of negotiating, the terms and conditions of this contract; and
- (d) the purchaser has carried out the purchaser's own enquiries relating to, and inspection of, the property to the purchaser's satisfaction, including but not limited to:
 - (i) the location, legal compliance, condition and state of repair, of any structures or improvements forming part of the property;
 - (ii) the use and the suitability of any proposed use of the property;
 - (iii) the condition and state of repair of the property and the goods, including whether the property contains any contamination;
 - (iv) the planning legislations, regulations, schemes, restrictions, orders or notices affecting the property;
 - (v) the adequacy of any essential services available to the property; and
 - (vi) the nature, location and legal compliance of all easements, covenants and other restrictions or encumbrances (if any) affecting the property.
- 7.2 By signing this contract, the purchaser expressly warrants and confirms that:
 - (a) this contract is not a standard form contract within the meaning of the *Competition and Consumer Act* 2010 (Cth) (Australian Consumer Law);
 - (b) the purchaser is relying entirely on the purchaser's own enquiries relating to, and inspection of, the property, including but not limited to the matters raised in special condition 7.1(d)(i) to (vi) (inclusive);
 - (c) the purchaser accepts the zoning and/or planning restrictions affecting the property (including how the property may be used and/or developed);
 - (d) the purchaser accepts the terms of any easements, encumbrances, leases, agreements and/or arrangements affecting the property;
 - (e) the purchaser purchases the property subject to:
 - (i) any existing tenancies;
 - (ii) any relevant planning legislation, regulations, schemes and their proposed amendments which affects or may affect the property, and any restrictions imposed thereto; and
 - (iii) any existing defects affecting the Property (including any contamination);
 - (f) the purchaser has relied solely on the purchaser's own judgement in purchasing the property for the price and upon the conditions set out in this contract;
 - (g) the purchaser has not relied on any express or implied representation of the vendor, the vendor's legal practitioner or any person acting on the vendor's behalf in entering into this contract, except to the extent (if any) expressly provided in this contract;
 - (h) the purchaser will sign the deposit statement in accordance with section 27 of the Sale of Land Act 1962 (Vic) within 3 business days of having received same from the vendor or the vendor's agent or the vendor's legal practitioner, where there are no valid grounds for the purchaser to object to the release of the deposit;
 - (i) this contract contains the entire understanding of the parties with reference to the subject matter of this contract and is the sole and full repository of the agreement

- between the vendor and/or any person acting on the vendor's behalf on one hand and the purchaser on the other hand;
- (j) there are no other understandings, agreements, warranties or representations whether express or implied, or extending, defining or otherwise relating to the provisions of this contract or binding upon the parties with respect to the matters to which this contract relates, except to the extent (if any) expressly provided in this contract;
- (k) without limiting the generality of this special condition, no promise, representation or warranty has been given that the property is or will remain fit suitable or adequate for all or any of the purposes of the purchaser; and
- (I) all warranties and terms implied by law, relating to the fitness, suitability or adequacy of the property (to the maximum extent permitted by law) shall not apply to this contract,

and the purchaser must not make any requisition or objection or claim any compensation from the vendor or refuse or delay payment of the price or delay settlement or terminate the contract in relation to matters referred to in this **special condition 7**.

8. CONDITION OF PROPERTY

- 8.1 The purchaser admits that the land offered for sale and inspected by the purchaser is identical to that described in the particulars of sale and/or the title documents provided in the vendor's statement. Further, the purchaser agrees and accepts that no objection shall be taken or requisitions made and no compensation shall be claimed or allowed nor shall the purchaser be entitled to call upon the vendor to amend title or to bear or to contribute to the expense of any amendment of title by reason of any discrepancies between the actual area, boundaries, measurements or position of the property as occupied and the same as shown or described in the particulars of sale and/or the title documents attached.
- 8.2 Any fence or wall purporting to be a boundary of the land is deemed to be on the title boundary of the land and if a fence or wall or any part of either of them is found to be within or outside the title boundary, the purchaser will not have any claim on that ground against the vendor.
- 8.3 The purchaser acknowledges having purchased the property:
 - (a) as a result of the purchaser's own inspection and enquiries;
 - (b) in its present condition and state of repair, including any rubbish and/or building materials on the property;
 - (c) subject to the *Building Act* 1993 (Vic), the *Building Regulations* 2006 (Vic), municipal bylaws, relevant statutes and laws and any regulations or laws and building controls; and
 - (d) subject to all faults, defects and contamination (if any) both latent and patent.
- 8.4 The purchaser acknowledges that all improvements (if any) on the property comply with the Victorian building regulations, municipal by-laws, relevant statutes and laws and any regulations or laws under which the improvements were constructed. No failure (if any) to comply will constitute a defect in the vendor's title.
- 8.5 The purchaser having purchased the property, takes title subject to all orders, notices, restrictions, outstanding works or other requirements or recommendations (if any) relating to the property and/or contamination, currently existing and/or made, issued, imposed or arising on or after the day of sale under any act, law, regulation, by-law or agreement or by a requirement of any public or statutory authority.
- 8.6 The purchaser must not make any requisition or objection or claim any compensation from the vendor or refuse or delay payment of the price or delay settlement or terminate the contract as a result of the matters raised in this **special condition 8** or any of them. Further, the purchaser agrees to indemnify, and keep the vendor indemnified against, all loss, cost, damage or liability

- arising therefrom.
- 8.7 The purchaser releases the vendor on and from the settlement date to the full extent permitted by law from all claims and demands of every kind resulting from the matters raised in this special condition 8 or any of them.

9. **GUARANTEE**

- 9.1 If the purchaser is or includes a corporation, it and every person signing this contract (executing party):
 - (a) warrant that:
 - (i) the executing party has the authority to execute this contract on behalf of that corporation;
 - (ii) that corporation is duly incorporated in Australia;
 - (iii) this contract is binding on and enforceable against that corporation; and
 - (b) agree that they will procure the execution by all directors of the purchaser, its principal shareholder and/or its ultimate holding company of a guarantee and indemnity in the form annexed to this contract as **Annexure A** at the same time the purchaser signs this contract.
- 9.2 All parties signing this contract for a purchaser that is or include a corporation are personally liable for the performance of the purchaser's obligations under this contract as if he or she was the purchaser.

10. NOMINEE

- 10.1 The purchaser may nominate a substitute or additional purchaser (**nominee**), but the named purchaser will remain personally liable for the due performance of all the purchaser's obligations under this contract.
- 10.2 Any nomination must be completed at least 10 business days before the settlement date specified in this contract and to the reasonable satisfaction of the vendor or the vendor's legal practitioner and at the expense of both the purchaser and the nominee.
- 10.3 The purchaser agrees to indemnify and save harmless the vendor from all losses or damages that may be suffered by the vendor by reason of any nomination or any default on the part of any nominee.
- 10.4 Without prejudice to any further requirements, the vendor or the vendor's legal practitioner requires that:
 - (a) the nomination to be in the form of the deed of nomination annexed to this contract as **Annexure B**;
 - (b) the nominee to provide a written covenant that it makes and gives to the vendor each of the warranties and acknowledgements of the purchaser set out in this contract;
 - (c) if the vendor and the purchaser have agreed that for GST purposes the supply under this contract is of a going concern, the nominee to acknowledge in writing that the supply will be a supply of a going concern;
 - a duly executed guarantee and indemnity in the form annexed to this contract as
 Annexure A given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited);
 - (e) the nominee must provide a cheque payable to the vendor's legal practitioner in the sum of \$385.00 (inclusive of GST) in respect of the costs payable for advising the vendor on compliance with this nomination condition; and

(f) the nomination must be subject to **special condition 11**, and the nominee must obtain the necessary approval prior to the nomination and provide a copy of such approval to the vendor or the vendor's legal practitioner.

11. FOREIGN INVESTMENT REVIEW BOARD

- 11.1 The purchaser hereby warrants and represents to the vendor that:
 - (a) the purchaser is not under any legal disability or restriction which would prohibit the purchaser from entering into this contract or which would render the contract illegal, void or voidable; and
 - (b) the Foreign Acquisitions and Takeovers Act 1975 (Cth) (FATA) does not apply to the purchaser or this purchase.
- 11.2 Without limiting the generality of **special condition 11.1**, the purchaser further warrants and represents to the vendor that the purchaser is not required by FATA and its regulations to obtain any approval from the Foreign Investment Review Board or any such other authority or government body in relation to this purchase.
- 11.3 If the purchaser is a foreign person as defined in FATA, the purchaser covenants and warrants to the vendor that the purchaser has obtained all necessary approvals and authorities prior to signing hereof in order to lawfully complete this contract in accordance with its terms.
- 11.4 If the purchaser breaches any warranties in this **special condition 11**, the purchaser indemnifies and keeps indemnified the vendor fully against any penalties, fines, legal costs, claims or loss or damage whatsoever suffered by the vendor as a result of such breach.
- 11.5 This special condition 11 will not merge on settlement.

12. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 12.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) (**TA Act**) have the same meaning in this **special condition 12** unless the context requires otherwise.
- 12.2 Every vendor under this contract is a foreign resident for the purposes of this **special condition**12 unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the TA Act. The specified period in the clearance certificate must include the actual date of settlement.
- 12.3 This **special condition 12** only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TA Act (**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(1) of the TA Act just after the transaction, and the transaction is not excluded under section 14-215(1) of the TA Act.
- 12.4 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.
- 12.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer (**Purchaser Representative**) to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the TA Act and this **special condition 12**; and
 - (b) ensure that the Purchaser Representative does so.
- 12.6 The terms of the Purchaser Representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the Purchaser 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 Purchaser Representative in accordance with this special condition 12 if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this special condition 12, 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.
- 12.7 The Purchaser Representative is taken to have complied with the obligations in **special** condition 12.6 if:
 - the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd, or any other electronic conveyancing system agreed by the parties; and
 - (b) the Amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 12.8 Any clearance certificate or document evidencing variation of the Amount in accordance with section 14-235(2) of Schedule 1 to the TA Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 12.9 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 TA Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 12.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the Amount.

13. GST WITHHOLDING

- 13.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the TA Act or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition 13 and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 13.2 This **special condition 13.2** applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the TA Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this **special condition 13.2** is to be taken as relieving the vendor from compliance with section 14-255.
- 13.3 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 TA Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 13.4 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 **special condition 13**; and
- (b) ensure that the Representative does so.
- 13.5 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 special condition 13 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 special condition 13; 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.
- 13.6 The Representative is taken to have complied with the requirements of **special condition 13.5** if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.7 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 TA Act, but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 13.6.

However, if the purchaser gives the bank cheque in accordance with this **special condition 13.7**, 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.
- 13.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the TA Act at least 14 days before the due date for settlement.
- 13.9 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 TA Act. The information must be provided within 5 business days of a written request. The party providing the information

warrants that it is true and correct.

- 13.10 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 in the purchaser's reasonable belief 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 TA Act.
- 13.11 This special condition 13 will not merge on settlement.

14. BREACH

14.1 In addition to the requirements of general condition 25, the purchaser must pay to the vendor on demand all reasonable costs incurred by the vendor's legal practitioner as calculated on a legal practitioner/own client basis and any consultant's expenses reasonably incurred by the vendor, without limiting the generality of general condition 28.4.

15. REASONABLE COSTS

- 15.1 The vendor and the purchaser agree that "reasonable costs" for the purpose of general condition 27 and general condition 28, include but without limitation the following:
 - (a) the costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
 - (b) the interest payable by the vendor under any existing mortgage over the property calculated from the due date of settlement;
 - (c) the accommodation expenses necessarily incurred by the vendor;
 - (d) the legal and/or conveyancing costs and expenses incurred by the vendor as a result of the purchaser's default under this contract;
 - (e) a fee for rescheduling settlement on the day of settlement or after settlement at \$550.00 (inclusive of GST) per re-attendance;
 - (f) the penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property as a result of delay in settlement under this contract.

16. PURCHASER'S INDEMNITY

- 16.1 The purchaser indemnifies and will keep the vendor indemnified, from and against all actions, demands, claims, proceedings, damages, losses, liabilities, expenses, charges or costs (including legal costs on a full indemnity basis) that may be brought against the vendor, or which the vendor may pay, sustain, incur or suffer as a direct or indirect or result of any one or more of the following:
 - (a) breach or non-performance of this contract by the purchaser;
 - (b) breach of warranty under this contract by the purchaser; or
 - (c) any act or omission that occurs after settlement concerning the property except a wrongful act or omission of the vendor.

17. SERVICE

17.1 Any demand, notice or document under or relating to this contract or the property (**notice**) may be:

- (a) signed by or on behalf of a party by that party or that party's legal practitioner or conveyancer; and
- (b) made, given or served by a party or by that party's legal practitioner or conveyancer.
- 17.2 A notice will be sufficiently made, given or served to the relevant party or that party's legal practitioner or conveyancer at the address and facsimile details set out in the particulars of sale or as otherwise advised in writing, if:
 - (a) delivered personally;
 - (a) posted;
 - (b) transmitted by facsimile or email; or
 - (c) served in any other manner authorised by the Supreme Court Rules for service of documents upon parties or their legal practitioner or conveyancer.
- 17.3 A notice will be treated as having been made, given or served and received:
 - (a) if delivered personally at the time of delivery;
 - (b) if posted upon the next business day after it is posted unless proved otherwise;
 - (c) if transmitted by facsimile upon completion of transmission and the printing of transmission confirmation on the sender's facsimile machine;
 - (d) if transmitted by email in accordance with the provisions of section 13A of the *Electronic Transactions (Victoria) Act* 2000 (Vic) as amended from time to time,

but if the delivery or receipt is on a day which is not a business day or is after 5:00pm, it is taken to have been received at 9:00am on the next business day.

18. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

- 18.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records at the day of sale the proportions in which each purchaser is buying the property.
- 18.2 If the proportions recorded in the transfer of land document differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result.
- 18.3 Each of the purchasers fully indemnify the vendor and any person acting on behalf of the vendor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.
- 18.4 This special condition 18 will not merge on settlement.

19. AUCTION

- 19.1 This special condition 19 applies if the property is being sold by public auction.
- 19.2 The property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations* 2005 (Vic) or any rules prescribed by the regulation which modify or replace those rules.

General Conditions

(in the form prescribed by the former Estate Agents Act 1980 (Vic)

TITLE

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section
 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate as prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of 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.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under general condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the Personal 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that-
 - (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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement, the

- purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 if settlement is delayed under general condition 7.12, the purchaser must pay the vendor-
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay

as though the purchaser was in default.

- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases used in general condition 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7.
- 8. 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958 (Vic).
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. SETTLEMENT

- 10.1 At settlement:
 - (a) the purchaser must pay the balance;and
 - (b) the vendor must:
 - do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 the Sale of Land Act 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13 GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land 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.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

- 13.8 In this general condition:
 - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005 (Vic); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner;
 and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

- 16. TIME
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962 (Vic):
 - (a) any mortgage affecting the land sold must be discharged as to that land

- before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962 (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed 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;
 - the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

DEFAULT

26. INTEREST

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

27. **DEFAULT NOTICE**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default;and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of service of the notice being given -

- (i) the default is remedied; and
- the reasonable costs incurred as a result of the default and any interest payable are paid.

28. **DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and 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.
- 28.3 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.

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

Annexure A

Deed of Guarantee and Indemnity

TO: The vendor named in **Item 1** of the Schedule (**vendor**)

IN CONSIDERATION of the vendor who is named in the contract of sale of the property to which this guarantee and indemnity is annexed (**contract**), having entered into the contract with the purchaser named in **Item 2** of the Schedule (**purchaser**) on the terms and conditions contained in the contract at the request of the guarantor named in **Item 3** of the Schedule (**guarantor**):

- The guarantor jointly and severally:
 - (a) covenants with the vendor that if at any time and from time to time the purchaser defaults:
 - (i) in the payment of money payable by it to the vendor under the contract, including but not limited to, the purchase price, any interest and cost payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto; or
 - (ii) in the performance or observance of any covenant, stipulation, term or condition contained or implied in the contract and on the part of the purchaser to be performed or observed,

the guarantor will:

- (iii) pay to the vendor the whole of the money which is due and payable to the vendor on the same terms and conditions and in the same manner prescribed by the contract; and/or
- (iv) carry out or perform any of the obligations of the purchaser under the contract, as if the guarantor was each jointly or severally parties to the contract and the name of the guarantor was inserted in place of the name of the purchaser.
- (b) acknowledges and declares that the guarantor has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:
 - (i) that in the event of the purchaser failing to pay the vendor any money as and when due the guarantor will immediately pay same to the vendor;
 - (ii) that in the event of the purchaser failing to carry out or perform any of its obligations under the contract, the guarantor will immediately carry out and perform same;
 - (iii) that the guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of any monies payable under the contract and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained;
 - (iv) that no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect the liability of the guarantor hereunder.
- (c) declares that this guarantee and indemnity is not affected or released by:
 - (i) any waiver neglect or forbearance by the vendor in enforcing payment of any money payable under the contract by the purchaser or in enforcing the performance or observance of any of the covenants, agreements, obligations and conditions in the contract to be performed or observed by the purchaser;
 - (ii) any release, variation, exchange, renewal or modification of the contract or any other dealing by the vendor with the terms of the contract;
 - (iii) any other guarantee or security which the vendor may hold in respect of the contract or any judgement obtained by the vendor in relation to the contract;

- (iv) the transfer or assignment of the benefit of this guarantee and indemnity to any person in whole or in part;
- (v) the failure to give notice to the guarantor or the guarantor's lack of consent before or after the happening of any of the abovementioned acts or events; or
- (vi) generally the making of any agreement between the vendor and the purchaser.
- 2. The guarantor waives the guarantor's rights whether legal, equitable, statutory or otherwise which may at any time be inconsistent with the guarantor's covenants and declarations or which may in any manner prejudice or limit our rights, remedies or recourse of the vendor against him or her, and the guarantor's executor(s), administrator(s) and personal representative(s).
- 3. As a separate and continuing covenant, the guarantor hereby agrees to indemnify the vendor and keep the vendor indemnified from and against any and all costs, charges, claims, demands, suits and expenses whatever and however arising out of this guarantee and indemnity:
 - (d) by reason of non-payment of any monies payable or that may become payable under the contract; and
 - (e) in respect of all loss, damage, cost and penalty whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract.
- 4. This guarantee and indemnity is, and will be, continuing and irrevocable and the obligations of the guaranter under this guarantee and indemnity are absolute and unconditional.
- 5. The guarantor will not be released from liability under this guarantee until all monies owing to the vendor have been paid and all obligations under the contract have been performed.

SCHEDULE

<u>Item</u>	<u>Defined Term</u>	Description
1	Vendor	SOCRATIS SOCRATOUS AS EXECUTOR FOR THE ESTATE OF DONNA SOCRATOUS
2	Purchaser	
3	Guarantor	(1)
		Address;
		(2)
		Address:
		(3)
		Address:
EXEC	UTED AS A DE	ED on the day of 2021.
		D DELIVERED by)in Victoria in the presence of:)
Witnes	ss Signature _	
Full Na	ame _	

SIGNED SEALED AN	ND DELIVERED by)	
	in Victoria in the presence of:)	
Witness Signature			-
Full Name			-
	•		
	ND DELIVERED byin Victoria in the presence of:)	
Witness Signature			-
Full Name			-
)	
127 of the Corporation	in accordance with Section ins Act 2001 (Cth) in the presence of athorised to sign for the Company:)	
Signature			_ Director
Full Name			-
Signature			_ Director / Company Secretary
Full Name			_

Annexure B

Deed of Nomination

TO: The vendor named in Item 1 of the Schedule (vendor)

Pursuant to **special condition 10** of the contract referred to in Item 5 of the Schedule, the purchaser named in Item 2 of the Schedule nominates the nominee named in Item 4 of the Schedule as additional/substitute purchaser to take a transfer or conveyance of the property referred to in Item 6 of the Schedule, in addition to/substitution for the purchaser, on the following terms.

- 1. The nominee expressly makes and gives to the vendor each of the warranties and acknowledgements of the purchaser as set out in the contract.
- 2. If the vendor and the purchaser have agreed that for GST purposes the supply under the contract is one of going concern, the nominee hereby expressly and irrevocably acknowledges that the supply under the contract is one of going concern.
- 3. The purchaser and the nominee acknowledge that they will henceforth be jointly and severally liable for the due performance of the obligations of the purchaser under the contract and payment of any expenses resulting from this nomination (including any stamp duty).
- Without limiting the obligation of the nominee under the contract, the nominee agrees that it will strictly comply with any obligations set out in special condition 10 and special condition 11 of the contract.
- 5. Each of the guarantor named in Item 3 of the Schedule (if any) acknowledges that the nomination of the nominee does not vitiate the guarantor's obligations, even if the nominee is required to provide a guarantee under **special condition 10.4** of the contract.
- 6. The nominee indemnifies the vendor from and against all loss and damage the vendor may suffer or incur if:
 - 6.1 the purchaser fails to comply with any of its obligations under the contract; and/or
 - 6.2 the nominee fails to comply with any of its obligations under this deed.
- 7. The nominee covenants to reimburse the vendor all reasonable costs it incurs in connection with advice from its legal representative on the warranties and indemnities given by the nominee under this deed. The nominee acknowledges that the amount of those costs as stated in the contract are reasonable and payable by it under this deed.
- 8. This deed has effect as a deed poll by the purchaser and nominee in favour of the vendor, and the vendor has an absolute right to rely upon and enforce its terms even though the vendor is not a party to it.

SCHEDULE

<u>Item</u>	Defined Term	Description
1	Vendor	SOCRATIS SOCRATOUS AS EXECUTOR FOR THE ESTATE OF DONNA SOCRATOUS
2	Purchaser	
3	Guarantor	(1)
		Address:
		(2)
		Address:
		(3)
		Address:

4	Nominee			***************************************
		Address:		
5	Contract	Contract of sale of real estate for the between the vendor and the purcha		operty dated
6	Property		bdivi	a 3020 being the land more particularly sion LP011670 and contained within 574.
EXEC 2021.	UTED AND DE	LIVERED AS A DEED POLL on the		day of
Execu	tion where purc	chaser is an individual:		
		ID DELIVERED by in Victoria in the presence of:))	
Witnes	ss Signature			
Full Na	ame .			•
Execu	tion where pure	chaser is a corporation:		
EXEC	UTED by	in accordance with Section)	
	•	in accordance with Section ns Act 2001 (Cth) in the presence of thorised to sign for the Company:)	
Signat	ure .			Director
Full Na	ame .			
Signat	ure .			Director / Company Secretary
Full Na	ame .			_

Execution where nor	minee is an individual:		
	ND DELIVERED by in Victoria in the presence of:))	
Witness Signature			_
Full Name			
Evecution where not	minee is a corporation:		
	'		
EXECUTED by	in accordance with Section)	
127 of the Corporation	ons Act 2001 (Cth) in the presence of uthorised to sign for the Company:)	
Signature			_ Director
Full Name			
Signature			_ Director / Company Secretary
Full Name			

Vendor's Statement to the Purchaser of Real Estate

Pursuant to Section 32 of the Sale of Land Act 1962 (Vic)

SOCRATIS SOCRATOUS AS EXECUTOR FOR THE ESTATE OF **DONNA SOCRATOUS**

(Vendor)

PROPERTY: 72 LINKS STREET, SUNSHINE WEST, VICTORIA

3020



Level 14, 350 Queen Street Melbourne VIC 3000 Australia

P: +61 3 9670 6484 F: +61 3 8080 1668

E: info@kclawgroup.com.au W: www.kclawgroup.com.au

Vendor's Statement

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

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:	72 LINKS STREET, SUNSHINE WEST, VICTORIA 3020
Vendor's Name:	SOCRATIS SOCRATOUS AS EXECUTOR FOR THE ESTATE OF
	DONNA SOCRATOUS
Vendor's Signature:	Mechan
Date of this Statement:	<u>2214</u> 12021
and the second s	
Purchaser's Name:	
Purchaser's Signature;	
Date of Acknowledgement:	// 2021

1. FINANCIAL MATTERS

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

Are contained in the attached certificates, notices and/or documents.

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in item 1.1(a) above; other than any amounts described in this rectangle box:

At settlement, there will be the usual apportionment of rates, taxes, charges or other similar outgoings.

The purchaser should note that there may be supplemental valuation for rating purposes, which will result in a supplemental rate being assessed in respect of the land after settlement, details of which are not known to the vendor as at the date of this vendor's statement.

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:

None to the vendor's knowledge.

Other particulars (including dates) and times of payments:

Not applicable, save for those revealed in this vendor's statement and documents attached hereto.

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

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.	
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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 (Vic) applies to the residence.

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As contained in the attached title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.

The purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the titles for the land.

3.2 Road Access

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

To the best of the Vendor's knowledge, there are no plans to alter the current road access to the property.

Whilst the vendor has no knowledge of such works affecting the property as at the date of this statement, the purchaser should carry out their own due diligence on any proposed works. The vendor does not make any warranty, promise and/or representation to the purchaser thereof.

3.3	Designated Bushfire Prone Area
	The land is in a designated bushfire prone area within the meaning of regulations made under the <i>Building Act</i> 1993 (Vic) if the square box is marked with an 'X'
3.4	Planning Scheme
	Attached is a certificate with the required specified information.
NO.	rices
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:
	None to the vendor's knowledge, save for those revealed in this vendor's statement and documents attached hereto.
	The purchaser should note that the vendor has no means of knowing of all decisions of public authorities and government departments affecting the land unless communicated to the vendor.
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:
	Not applicable.
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 (Vic) are as follows:
	Not applicable.

5. BUILDING PERMITS

4.

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

|--|

6. OWNERS CORPORATION

This	se	ection	า 6	only	applies	if	the	land	is	affected	by	an	owners	corporation	within	the
mea	meaning of the Owners Corporations Act 2006 (Vic).															
•••																

<u> </u>	
N 1 - 4 1 1 1	
Not applicable.	
take adulation in	

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

7.1 Work-in-kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement:

None to the vendor's knowledge. But the purchaser should note that the vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

None to the vendor's knowledge. But the purchaser should note that the vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

8. SERVICES

The services which a connected to the land:	re marked with an 'X'	in the accompanying	square box are NOT
Electricity supply		Gas supply	
Sewerage		Telephone services	
Water supply			

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

(b) General Law Title

The last conveyance in the chain-of-title or other document which gives evidence of the vendor's title to the land.

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable.

10.2 Staged Subdivision

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

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 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 (Vic) 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).

As attached.

13. ATTACHMENTS

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

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

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

Attached as applicable.

Register Search Statement - Volume 8102 Folio 574

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

VOLUME 08102 FOLIO 574

Security no : 124089058527G Produced 01/04/2021 03:19 PM

LAND DESCRIPTION

Lot 465 on Plan of Subdivision 011670. PARENT TITLE Volume 06629 Folio 625 Created by instrument A101000

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SOCRATIS SOCRATOUS of 46 THE AVENUE SUNSHINE WEST VIC 3020 Executor(s) of DONNA SOCRATOUS deceased AU093306F 01/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument 1329141

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

DIAGRAM LOCATION

SEE LP011670 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER STATUS AU093294K (E) CONV PCT & NOM ECT TO LC Completed AU093306F (E) TRANSMISSION APPLICATION Registered 01/03/2021 01/03/2021

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 72 LINKS STREET SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 20770H K & C LAW GROUP PTY LTD Effective from 01/03/2021

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 01/04/2021, for Order Number 67357578. Your reference: DT:GD:160978Socratous.

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Tate rell, Dunlop, Smalley & Baltiers,
Solicitors, Bendigo.

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Solicitors, Bendigo.

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Propries

H. SCOTT PROPRIETIBY LIMITED of 440 Little Collins Street Feldourne being registered as the pro rictor of an estate in fee simple in the land hereinafthy described subject to the encumbrances notifical hersunger in consideration of the sum of Mine hundred and twentyeight pounds said to it by LECKLED Street Bendigo Anstioneer, RUPERT DUNCAL Street Bendigo Clerk and EVERIRD JAKES adale Kampfacturer DOTH MEMBY PRINCIPER to the said Leonard Livingstone Dangey. Rugert Duncan McFarlane and Everard James Mann as ternate in common in the following shares assely the said Leonard Divingation Dungey as to two undivided fourth charge and the said Rupert Deneun Hafarlane as to one equal undivided fourth share . and the said Everard James Main as to one equal undivided fourth Grown Fortion A Farish of Derimit Sounty of Bourke and being Pour hundred and fifty-four, Four handred and fifty-five, Your bug dred and fifty-siz, Four hundred and fity-seven, Four hundred and Four hundred and lifty-nine, Four hundred and sixty, handred and sixty-one. Four hundred and sixty-two. Four hunarea and sixty-three, four hundred and sixty-four, Four hundred live, Four handred and sixty-six. Four hundred and sixty Your hundred and sixty-eight, Four hundred and Four handred and seventy-one, and seventy-two, Four hundred and seventy-three, Four hundred and seventy-four, Four hundred and seventy-five, Four hundred and -six, Four bundred and seventy-seven, Four hundred and ght. Four hundred and seventy-nine, Four hundred and eighty. Four hundred and eighty-one and Four hundred and eighty. two on Ther of Subdivision lodged in the Office of Mitles Humber 11670 Together with all register AND the

]) ? said Leonard Livingstone Dungey, Rupert Duncan McFarlane and Everard James Mann each for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being |. of the land hereby transferred hereby covenants with the said H .--Scott Proprietary Limited its successors and transferees registered proprietor or proprietors for the time being of so much of the land shown on the said Flan of Subdivision as is now comprised in Certif icate of Title Volume 4660 Folio 993 that each of them the said Leonard Livingstone Dungey, Rupert Duncan McFarlane and Everard. --James Mann his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred will not excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or -sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon nor use nor permit nor allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware and it is intended that the above cov; enants shall be set out as an encumbrance at the foot of the Certif icate of Title to be issued in respect of the land hereby transferred. and run with the land.

DATED this /2/h day of Accept one thousand nine hundred and twenty-seven.

THE COMMON SEAL of M. SCOTT PROFRIETARY LIM-)

ITED was affixed hereto in Victoria in the

presence of

under Diector

SIGNED by the said IEONARD LIVINGSTONE DUNGSY)

in Victoria in the presence of

Leonaro. L. Lejingey

blendto Vatabell duning Surally Balun Solicitors Beneugo

SIGNED by the said RUPERT DUNCAN MOFARLANE

in Victoria in the presence of

RAMFarlane

Desvered by LANDATAS, timestamp 01/04/2021 15:44 Page 3 of 4 SIGNED by the said EVERARD JAMES MANN in Emmare Albacur. Victoria in the presence of Denne A Bouth of Kille As to such parts of said lots Four hundred and eighty, Four hundred and eighty-one and Four hundred and eighty-two as are colored blue on the said Plan of Subdivision. Any easements implied under Act Number 3168.

Transfer as to part 11129 - DAY OF Leonard Livingstone Jungey, Rupert Luncoun 1927. Me varlane and Guerard James

Assistant registrar of titles.

TO CERTIFY THAT A MEMORIAL OF THE WITH MATRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER JUNE VOL. 5018 FOL 1003414.

SELECTED SPECIAL OF THEES

Delivered by LANDATA®, timestamp 01/04/2021 15:44 Page 1 of 14

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PART OF CROWN PORTION B SECTION 9 PART OF CROWN 10, PART OF CROWN SUBDIVISION PORTIONS A & 9, SEC. PLAN OF PORTIONS 5, 6, 7, 8 &

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NTY OF BOURKE VOL. 5018 FOL. 413 & VOL. 5018 FOL. 414. MEASUREMENTS ARE IN FEET & INCHES

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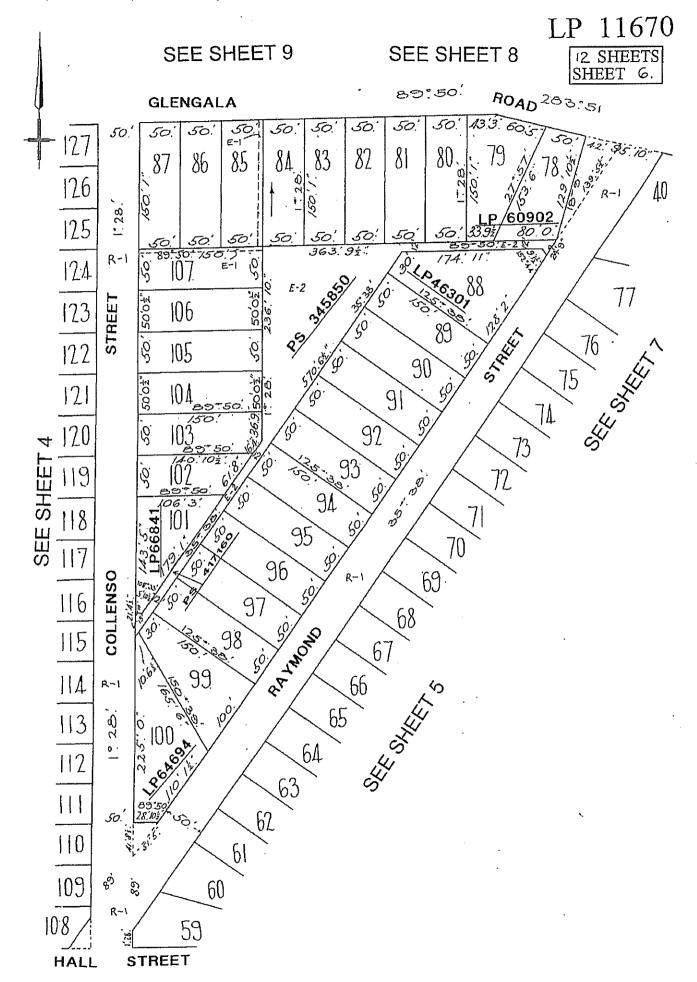
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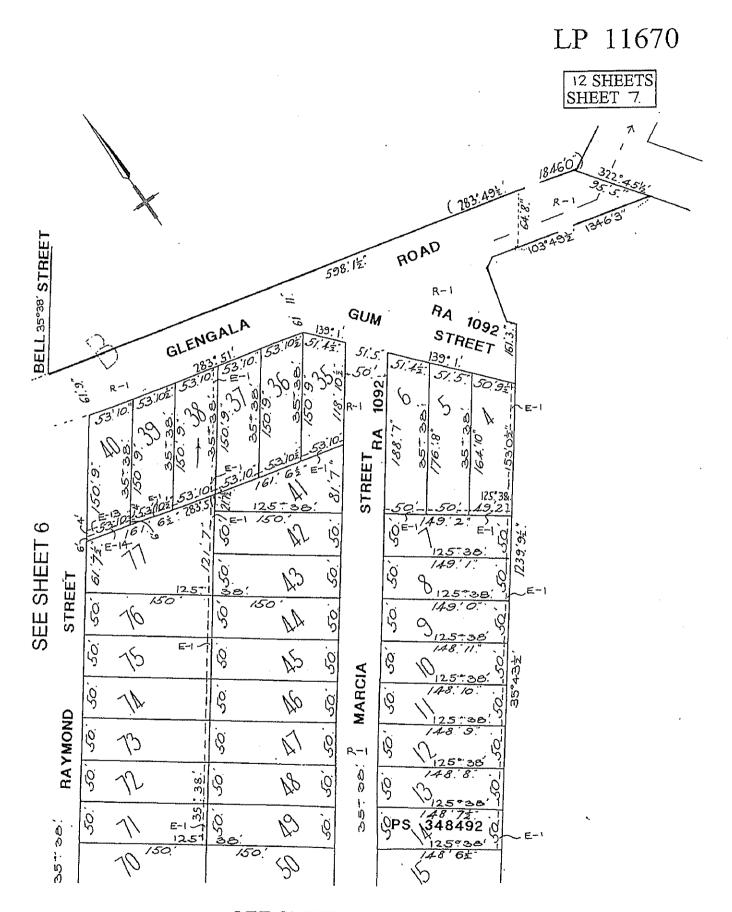
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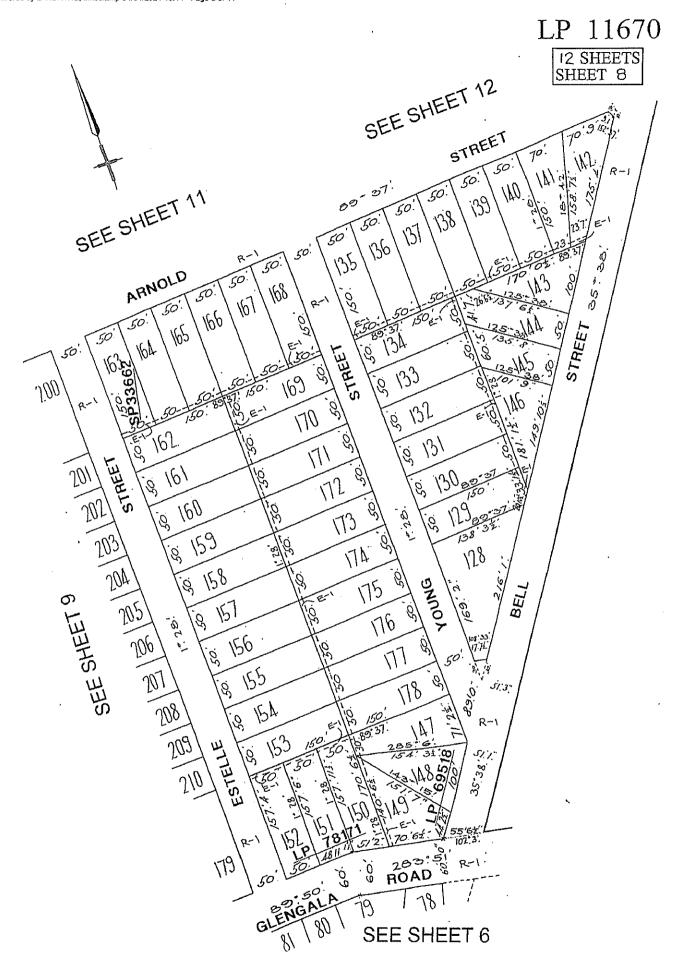
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SEE SHEET 5



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12 SHEETS SHEET 9.

SEE SHEET 11

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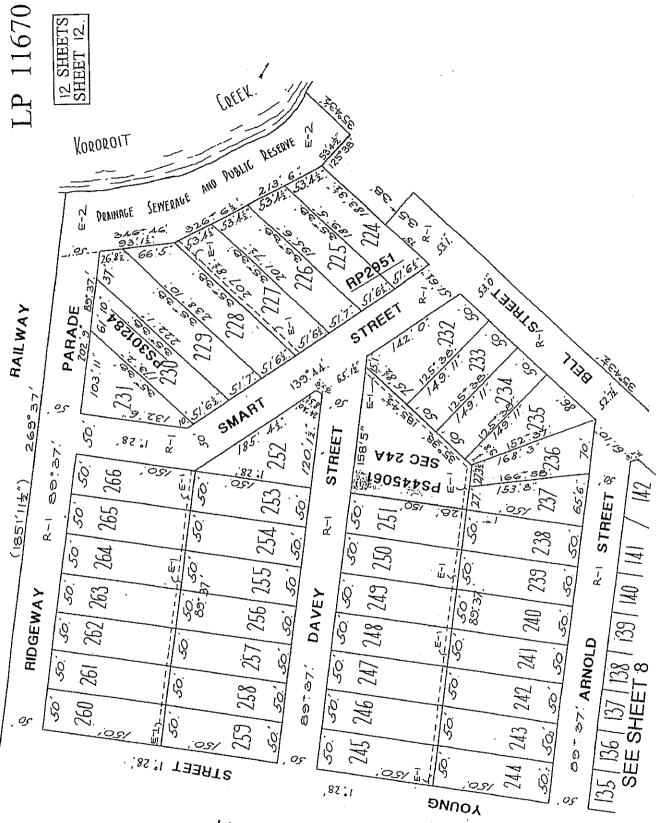
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SEE SHEET 9

SEE SHEET 8



SEE SHEET 11

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FOR CONTINUATION SEE SHEET MARKED '8"

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LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000 W brimbank.vic.gov.au

PO BOX 70

Sunshine, Victoria 3020

Rates and Charges for period 1 July 2020 to 30 June 2021.

APPLICANT:

SAI GLOBAL PROPERTY DIVISION PTY LTD

LEVEL 3

355 SPENCER STREET

WEST MELBOURNE VIC 3003

PROPERTY LOCATION: 72 LINKS STREET SUNSHINE WEST 3020

Title: LOT: 465 PLN: 11670

Volume No: Capital Improved Value: \$470,000 Folio No. Net Annual Value: \$23,500 Ward: Harvester Site Value: \$440,000 Effective Date: 1/07/2020

Effective Date: 1/07/2020 Base Date: 01/01/2020

RATES CHARGES AND OTHER MONIES:

Residential Date Levied 21/08/2020	\$944.70
Municipal Charge Date Levied 21/08/2020	\$76.48
140ltr Environmental Charge Date Levied 21/08/2020	\$389.11
240ltr Green Waste Charge Date Levied 21/08/2020	\$133.81
Fire Service Levy Residential Charge Date Levied 21/08/2020	\$113.00
Fire Service Levy Residential Rate Date Levied 21/08/2020	\$25.38
Rate Arrears to 30/06/2020:	\$0.00
Interest to 29/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,262.48
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$420.00
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$420.00

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: Certificate Number: 656611 96154



Biller Code: 93948

Reference No: 00000656611

Amount: \$420.00

Contact your bank or financial institution to make this payment directly from your cheque,

savings or credit account.

More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

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 or under a Local Law of the Council.

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

AUTHORISED OFFICER

City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

REFERENCE NO. 1215 1447 7115

DATE OF ISSUE - 1/04/2021

APPLICATION NO. 935116

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF. 67357578:102624612

SOURCE NO. 99905059310

PROPERTY:

72 LINKS STREET SUNSHINE WEST VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one hundred and forty one dollars and ninety three cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount					
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	0.00					
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00					
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	0.00					
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	0.00					
TOTAL.	646.74			504.81	0.00					
	Service charges of	wing to 30/06/2020			0.00					
	Service charges of	wing for this financial	year		0.00					
	Adjustments				0.00					
	Current amount outstanding									
	Plus rema	inder service charge	s to be billed		141.93					
	BALANCI	E including unbilled	service charge	s	141.93					

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:

8789

Reference:

1215 1447 7115



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

REFERENCE NO.

1215 1447 7115

DATE OF ISSUE - 1/04/2021

APPLICATION NO.	
935116	

This statement does not include any volumetric charges from 13/07/2004. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

ABN 70 066 902 467

REFERENCE NO. 1215 1447 7115

DATE OF ISSUE - 1/04/2021

APPLICATION NO. 935116

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT GENERAL MANAGER CUSTOMER EXPERIENCE

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Encumbrance Plan 72 LINKS STREET SUNSHINE WEST 3020 City West Application No. 935116 Water 50 8 487 Whitesides Av Whitesides Av P8548494 ÿ 35 12 LEGEND



Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



K & C LAW GROUP PTY LTD VIA SAI GLOBAL PROPERTY

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:

67357578:102624611

Certificate No:

46200713

Issue Date:

17 APR 2021

Enquiries:

AXW2

Land Address:

72 LINKS STREET SUNSHINE WEST VIC 3020

Land Id 2318265

L.ot 465

Plan 11670 Volume 8102 Folio 574 Tax Payable

\$655.00

Vendor:

SOCRATIS SOCRATOUS

Purchaser:

FOR INFORMATION PURPOSES

Current Land Tax

MRS DONNA SOCRATOUS

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

2021

\$440,000

\$655.00

\$0.00

\$655.00

Land Tax will be payable but is not yet due - please see note 6 on reverse.

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: \$470,000

SITE VALUE:

\$440,000

AMOUNT PAYABLE:

\$655.00



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

Certificate No: 46200713

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 = \$655.00

Taxable Value = \$440,000

Calculated as \$275 plus (\$440,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Biller Code: 5249 Ref: 46200713

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

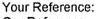
CARD Ref: 46200713 = 8 Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Building Information Certificate 51(1)

Building Act 1993 Building Regulations 2018 Regulation 51(1)



67357578:102624613

Our Reference:

18397

Contact:

Deanne Andrew

Telephone no:

9249 4603



T 9249 4000 W biimbank vic gov au E into@bimbank vic gov au

PO BOX 70

Sunshine Victoria 3020

301 Hampshire Road Sunshine

SAI GLOBAL PROPERTY DIVISION PTY LTD LEVEL 3 355 SPENCER STREET WEST MELBOURNE VIC 3003

Property Address:	72 LINKS STREET SUNSHINE WEST 3020
Title Information:	LOT: 465 PLN: 11670

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection Date No.
Nil			

(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);

Statement Details	Date Issued	RBS Name
Nil		

(c) Details of any current notice or order issued by the relevant building surveyor under the Act;

Building Enforcement Type	Date Issued	RBS Name
Nil	·	

PLEASE NOTE:

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies
 with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or
 encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- · All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

ASHLEY HANSEN

fuir-

MUNICIPAL BUILDING SURVEYOR BRIMBANK CITY COUNCIL

DATE: 8 April 2021



Cartificate No. 67357578

Martini Rafe DT GD 1609735 occasio

Client: K & C LAW GROUP PTY

Date: 06/04/2021

Planning Certificate

(命) PROPERTY DETAILS

Property Address: 72 Links Street SUNSHINE WEST VIC 3020

Title Particulars: Vol 8102 Fol 574

Vendor: SOCRATIS SOCRATOUS

Purchaser: N/A

(@) MUNICIPALITY

BRIMBANK



(III) PLANNING SCHEME

BRIMBANK PLANNING SCHEME



$(\widehat{m \omega})$ responsible authority for administering and enforcing the scheme

BRIMBANK CITY COUNCIL



GENERAL RESIDENTIAL ZONE - SCHEDULE 1



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

NOT APPLICABLE



(�) OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE



(🗹) PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



(B) ADDITIONAL INFORMATION

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



DLANNING ZONE MAP



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



Property Report from www.land.vic.gov.au on 19 April 2021 10:29 AM

Address: 72 LINKS STREET SUNSHINE WEST 3020

Lot and Plan Number: Lot 465 LP11670 Standard Parcel Identifier (SPI): 465\LP11670

Local Government (Council): BRIMBANK Council Property Number: 656611

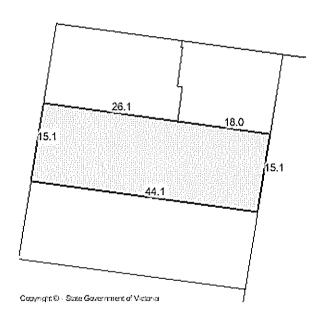
Directory Reference: Melway 40 C1

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

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

Site Dimensions

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



Area: 667 sq. m Perimeter: 118 m

For this property:

Site boundaries

Road frontages

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

For more accurate dimensions get copy of plan at <u>Title and Property Certificates</u>

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Utilities

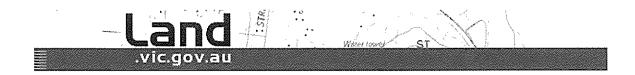
Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: City West Water Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 14 April 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 Planning Schemes Online

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to <u>Titles and Property Certificates</u>

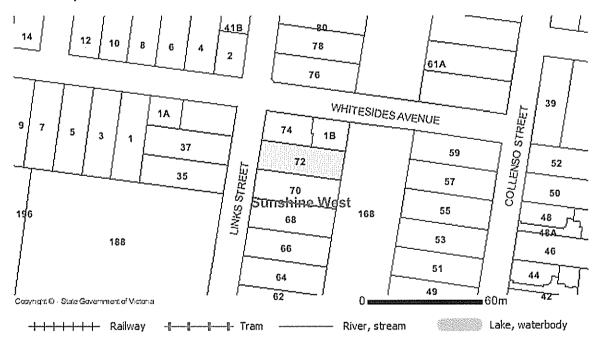
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

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

Area Map



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PLANNING PROPERTY REPORT



www.brimbank.vic.gov.au

From www.planning.vic.gov.au on 19 April 2021 10:30 AM

PROPERTY DETAILS

Council Property Number:

Address: 72 LINKS STREET SUNSHINE WEST 3020

656611

Lot and Plan Number: Lot 465 LP11670
Standard Parcel Identifier (SPI): 465\LP11670

Local Government Area (Council): BRIMBANK

Planning Scheme: Brimbank planning-schemes.delwp.vic.gov.au/schemes/brimbank

Directory Reference: Melway 40 C1

UTILITIES

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR

STATE ELECTORATES

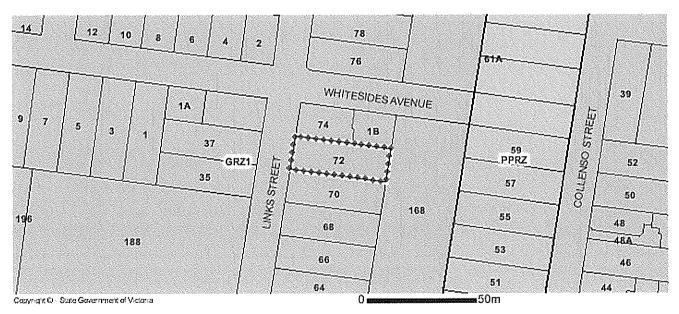
Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

PPRZ - Public Park & Recreation

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

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

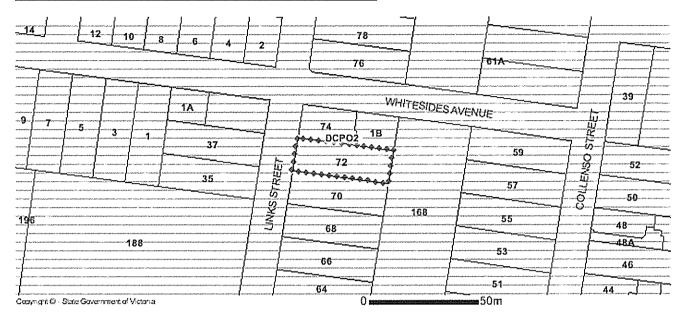
PLANNING PROPERTY REPORT



Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

Further Planning Information

Planning scheme data last updated on 14 April 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <u>https://www.landata.vic.gov.au</u>

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

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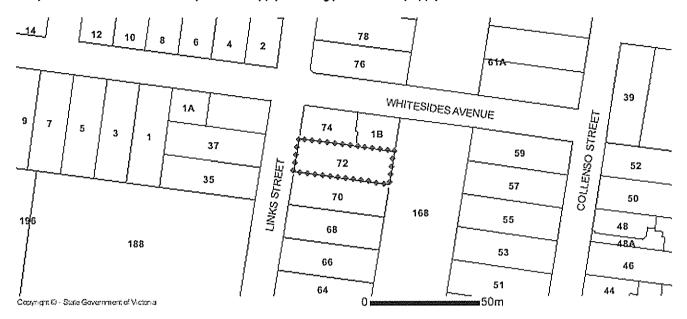
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PLANNING PROPERTY REPORT



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 Area

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

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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 <u>Due diligence checklist page on the Consumer Affairs Victoria website</u> (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SCHEDULE

Item 1: DATE OF AGREEMENT: 27 August 2007

Item 2: LANDLORD Name: Address C/-14 Devonshire Road, Sunshine 3020 Ms Donna Socratous

hem 3: AGENT Registered Business Name: Bells Real Estate

Telephone: 9300 9000 Facsimile: 9312 5895 14 Devonshire Road, Sunshine 3020

Item 4: TENANT (1): Name: Michael Ian Scanlan
72 Links Street, Sunshine West

hem 5: PREMISES: 72 Links Street, Sunshine West

hem 6: RENTAL Payable on the Monday of each fortnight \$370.00 per formight

Item 7: COMMENCING ON: 27**th** day 으, Augusi

Item 8: RENTAL PAYMENTS TO LANDLORD/AGENT AT: Bells Real Estate

14 Devonshire Road, SUNSHINE 3020

\$758.00

In accordance with the Residential Tenancies Act 1997, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority before the end of five business days after receiving the bond

Item 10: AUTHORIZED URGENT REPAIRS; \$1000-00 Urgent repairs Tel: 9300 9000 Fax: 9312 5895

Item 11: FIXED TERM AGREEMENT

TWELVE (12) MONTHS RENEWAL

Item 12: COMMENCEMENT DATE: 27th day Visb <u>c</u> August

2007

Item 13: TERMINATION DATE:

20th

duy of

August

200s

On behalf of the fundlord SIGNED by the Agent

In the presence of:

SIGNED by the Tenant (s)

In the presence of

(Witness) (Witness)

copy of the Privacy Act 1988 Collection Notice. The TENANT hereby acknowledges having received a copy of Statement of Rights and Duties, two copies of the Condition Report in accordance with the provisions of the Residential Tenancies Act 1997, as well as a

.....(TENANTS)

RESIDENTIAL TENANCIES REGULATIONS 1998(Regulation 6) Residential Tenancies Act 1997(Section 26)

RESIDENTIAL TENANCY AGREEMENT BELLS REAL ESTATE

THIS Agreement is made on the date specified in Item 1 in the Schedule hereto BETWEEN the LANDLORD whose AGENT is BEILS REAL ESTATE of 14 Devonshire Road Sunshine and the TENANT whose name and address is specified in item 4 of the schedule.

PREMISES AND RENT

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule commencing on the date specified in item 7 of the Schedule and payable by the TENANT to BELLS REAL ESTATE.

The TENANT must pay a bond of the amount specified in Section 9 of the Schedule to the AGENT on or before the signing of this AGREEMENT. In accordance with the Residential Tenancies Act 1997, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority before the end of five business days after receiving the bond.

FINED TERM TENANCY

The term of this Agreement shall be as specified in item 11 of the Schedule COMMENCING on the date specified in item 12 in the Schedule and unless either party terminates the Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tennicy.

PERIODIC TENANCY

This agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

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į CONDITION OF PREMISES

The LANDLORD shall make sure that the premises are maintained in good repair

į DAMAGE TO THE PREMISES

(a) The TENANT shall make sure that care is taken to avoid damaging the rented premises

(c) The TENANT who becomes aware of damage to the rented premises must give notice to the Landlord of any damage (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.

to the premises as soon as practicable.

4 CLEANLINESS OF THE PREMISES

(a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.

(b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement

ÿ1 USE OF THE PREMISES

(a) The TENANT shall not use or allow the premises to be used for any illegal purpose.(b) The TENANT shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

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QUIET ENJOYMENT
The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

'n ASSIGNMENT OR SUB-LETTING

(a) The TENANT shall not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld

(c) The LANDLORD shall not domand or receive any fee or payment for the consent, except in respect of any fees costs or charges incurred by the LANDLORD in relation to the preparation of an assignment in writing of this

oc RESIDENTIAL TENANCIES ACT 1997

each, party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties) Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to

SIGNED by the Tenant (s)	
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ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

On The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone of

- The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the reneal premises is separately metered for these services.
- 10 The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of the term.
- The TENANT agrees to pay the LANDLORD any excess amount charged or any additional premium charge by the LANDLORD'S Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.
- 12 The TENANT shall indensify the LANDLORD for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the generality of the foregoing, the TENANT shall indensity the LANDLORD for the cost of repairs to pluriding blockages caused by the negligence of the TENANT.
- The TENANT shall notify the LANDLORD or AGENT iterachately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
- 14 The TENANT shalt not paint or affix any sign or any antenna onto the premises or affix any rail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT
- The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office and to continue paying tent until such time as the keys are delivered.
- 17 The TENANT shall not use the premises for any purpose other than residential purposes without the written consent of the Landbord.
- 18 The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untily damaged or used for any purpose other than for which they are intended.
- The TEXANT shall not keep any animal, bird or pet on the premises without the written consent of the LANDLORD. In the event written consent has been given, the tenant agrees that any animal kept at the property will remain outside the property and that any damage caused by the animal shall be returned to its original condition. The tenant further agrees to have the property treated for fleas at the end of the tenancy by a company approved by the Landlord/Agent, such cost will be payable by the tenant.
- 20. The TENANT shall deposit all rubbish including carrons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection by the Local Council or Health Department and returned to its albuted place.
- The TENANT shall not hang clothes outside the premises other than where provision for hanging of clothes has been made.
- The TCN ANT shall complete with you have the posterior that are direction of Concernment Some Control or straighton; but to

The TENANT shall not keep or use in the premises any portable kerosene heaters, oil barrung heaters or similar beater

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- 23. The TENANT shall comply with any Act, Regulation, Rule or direction of Government. Sensi Gost or statutory body
- 24. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the LANDLORD or his AGENT to present the preperty to prespective purchasers or tenant upon 24 hours' notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.
- 25. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purposes or in respect of the furnishings, fittings or appartenances of the premises otherwise than as provided herein.
- 26. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shalf not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the LANDLORD. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not annually apply to all Bodies Corporate.
- No consent or waiver of any breach by the TENANT of the TENANT'S obligations under the Residential Tenancies Act 1997 shall prevent the LANDLORD from subsequently enforcing any of the provisions of the Agreement.
- 28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rem by giving the TENANT at least 60 days notice of the increase.

SIGNED by the Tenant (s)

This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT

13

- 30 The TENANT shall at the TENANT'S expense replace all lighting tubes and globes to the premises which become defective during the term of the remancy unless the defect is proven to by caused by faulty wiring.
- 31 The TENANT agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
- The TENANT agrees to have the carpets professionally seam cleaned throughout the property upon vacating the premises and a copy of the receipt to be provided to the AGENT on returning of keys.
- The TENANT agrees to pack higher car only in the allocated areas and shall not at any time allow higher visitors to pack in or about the premises to cause interference.
- If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD of AGENT written notice of the TENANT'S mention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement and Joes not enter into a new fixed term Agreement the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying a termination date that is not cuttler than 28 days after the day on which the TENANT gives notice.

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- 35 If the TENANT wishes to vecate the premises prior to the expination of this Agreement the TENANT's shall give the LANDLORD or AGENT at least 28 theys written notice and to appear HELLS REAL ESYMTE to act on the TENANT'S behalf to seek a smalled explacement tenant on the terms and conditions presented by the LANDLORD. The TENANT agrees that they shall be responsible for the Lease Agreement until such time replacement tenants have been approved by the LANDLORD.
- The TEMANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TEMANT shall not refuse to pay rent on the ground that the TEMANT intends to regard as cent paid by the TEMANT the bond or any part of the bond paid in respect of the premises. The TEMANT acknowledges that failure to abole by this section of the Act renders the TEMANT liable to a penalty of \$1000.
- The TENANT agrees not to carry out any mechanical repairs or spray partiting of any motor vehicles, books, or motor cycles in or around the property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car or boat space parts or bodies or any other equipment used and to fully reinstate the permises or the land on which it is situated to their original condition forthwith.

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- The TENANT must.

 3) Check each smake detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the satety of the tenant and the security of the premises.

 (b) replace the battery in each smoke detector annually or earlier it becomes inoperable.
- (e) innecliately notify the AGENT of any faulty smoke detector (and confirm the advise in writing).
- 39 The TENANT acknowledges that the bend paid under this tenancy agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority.
- 40 The TENANT acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a bond claim form with the Centralised Bond Authority.
- The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term agreement.

<u>*</u>

...

The LANDLORD acknowledges that the TENANT'S right to change the locks at the rental property providing a duplicate key is given to the LANDLORD or his AGENT.

The TENANT acknowledges that whilst all due care and attention has been taken, the LANDLORD cannot guarantee that

all keys to the property were returned by previous occupants

- 43 The TENANT acknowledges that the persons named on this tenancy agreement are those who will occupy the premises during the term of the agreement, and that any change in those occupying the premises must be trumediately reported to the AGENT.
- The TENANT as knowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after entlering into occupation of the premises. If the Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of the tenancy.

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45. It is not the LANDLORD'S responsibility to insure your possessions. The LANDLORD'S insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out your own contents insurance cover.

SIGNED by the Tenant (s)X.....

Application by a Landlord to the Victorian Civil and Administrative Tribunal

CAV Reference Number: C2021/99/007702

Reference Number: R202110788/00

Applicant (Landlord/s)

Donna Socratous

Representative (Agent)

Bells Real Estate - Sunshine

14 Devonshire Road SUNSHINE VIC 3020

Org ID: 10130

Phone: 9300 9000

Fax: 9312 5895

Respondent (Tenant/s)

Michael Ian Scanlan

72 Links Street.

SUNSHINE WEST VIC 3020

Rented Premises

72 Links Street, SUNSHINE WEST 3020

The claim is for

Section

Description

548,549(2)(i)

Termination order: Sale of property

Compensation amount claimed: not entered

More details about the claim are

We seek a termination order for the property. The property is currently for sale and we would like to sell it with vacant possession.

Bond lodged

Who supplied bond Tenant: Director of Housing: Bond No. 11503853

Amount \$758.00 \$0.00 \$758.00

Previous VCAT File Numbers

Total Amt Paid:

Signature

Vanessa Najdovski

Application sent to tenant on 25 March 2021 by Registered Post

Hearing Details

Hearing not yet scheduled

ADVICE TO PARTIES ABOUT TRIBUNAL HEARINGS

An application has been made to the Residential Tenancies List of the Victorian Civil and Administrative Tribunal. The Tribunal plans to hold a hearing about the application. You will receive a notice of hearing in the mail. It will either:

- Confirm or advise of a change of the date, time and venue of a planned hearing if that information appears above; or

· Advise you of the date, time and venue if the words 'Hearing not yet scheduled' appear above.

You have the right to appear at the hearing and present your case. Please bring to the hearing all documents and witnesses on which you intend to rely. If you fail to attend the hearing, the Tribunal may hear and determine the matter in your absence.

If you think you can resolve the dispute before the hearing, please contact the other party.

Any request for adjournment of the hearing, other than a 3 month adjournment, must be received by the Tribunal no later than 4:00pm, 2 business days before the scheduled hearing date.

Office use only

Lodged on 25 March 2021 01:43 PM \$65.30 application fee charged.