

DATED

**CONTRACT OF SALE
&
VENDOR'S STATEMENT**

PROPERTY :
118 Glengala Road
SUNSHINE WEST 3020

VENDOR'S REPRESENTATIVE -
Devonshire Conveyancing
G02, 1 Foundry Road
Sunshine 3020

Phone No: (03) 9312-0418
Mob No: 0431 823 801
Ref :10229 (tn)

SUPPLIER GST WITHHOLDING NOTICE

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser's Representative: 118 GLENGALA ROAD, SUNSHINE WEST 3020

Contract Date:

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

Yes No

If No was selected:

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cwlth)* as follows in relation to the supply of the above property:

Withholding amount: \$

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement.

Yes or specify date: __/__/20__

Vendor/supplier ABN: _____

From: Vendor/supplier: GUY FARRUGIA & GRACE FARRUGIA

Date:

Signed by the vendor/supplier: _____

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 118 Glengala Road, SUNSHINE WEST 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, if any; and
- * General conditions

in that order of priority

SIGNING OF THIS CONTRACT

WARNING: THIS 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 in accordance with Division 2 of Part II of the 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; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR..... on/...../20

Print name of person signing..... **GUY FARRUGIA & GRACE FARRUGIA**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

(Section 31 Sale of Land Act 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

Off-the-plan Sale

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you became the registered proprietor.

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words 'Farming business' or 'going concern' in this box:

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

GST- RESIDENTIAL WITHHOLDING PAYMENT

if the property being sold is new residential premises or potential residential land and the Vendor is making a taxable supply, then Special Condition 7 applies.

Irrespective of whether or not the property is new residential premises or potential residential land, the Vendor must give the Purchaser a Notice pursuant to S.14-555 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

SETTLEMENT (general condition 10)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and/or the issue of the Certificate of Occupancy; whichever is the later date.

LEASE (general condition 1.1)

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

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

if the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through the blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4.1, 4.2, 4.3, etc.)

Special condition 1 – Acceptance of Title

General condition 12.4 is added:

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

Special condition 2 – Foreign resident capital gains withholding

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 2.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 2.4 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.
- 2.5 The purchaser must:
- a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - b) ensure that the representative does so.
- 2.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interest and instructions that the representative must:
- a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - b) promptly provide the vendor with proof of payment; and
 - c) otherwise comply, or ensure compliance with, this special condition; despite
 - d) any contrary instructions, other than from both the purchaser and the vendor and
 - e) any other provision in this contract to the contrary.
- 2.7 The representative is taken to have complied with the obligations in special condition 2.6 if:
- a) the settlement is conducted through the electronic Conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 2.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

Special Condition 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* if the box on the 'Particulars' page is marked "EC".
- 3.2 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 3.4 Each party must:
- a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 3.5 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 3.6 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.7 Settlement occurs when the workspace records that:
- a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 3.8 The parties must do everything reasonably necessary to effect settlement:
- a) electronically on the next business day, or
 - b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 3.7 has not occurred by 4:00pm, or 6:00pm if the nominated time for settlement is after 4:00pm.
- 3.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 3.10 The vendor must:
- a) before settlement 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 goods sold by the contract) to which the purchaser is entitled at settlement, and any other keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

Special Condition 4

- 4.1 **Planning Schemes:** The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.
- 4.2 **No Representations:** It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the Vendor or his Agent except such as are made conditions of this contract.
- 4.3 **Dwelling:** The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.
- 4.4 **Deposit:** The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
- 4.5 **Auction:** The Rules for the conduct of the auction shall be as set out in Schedule of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 4.6 **Guarantee:** If a company purchases the property:
- a) any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
 - b) the directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.
- 4.7 **FIRB Approval:** The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the purchaser to obtain consent to enter this contract. The purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

Special Condition 5 - Delivery of Transfer

- 5.1 The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 27.

General Condition 26 is amended as follows:- The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to buy the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of sixteen (16%) per centum per annum in lieu of the rate as specified in Condition 4 of the Seventh Schedule of Table A of the Transfer of Land Act 1958 as well as the following expenses:

- a) All costs incurred by the Vendor associated with bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.
- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Additional costs and expenses as between the Vendor and the Vendor's representative.
- e) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- f) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- g) Should a default notice be served on the purchaser by the vendor, the purchaser must pay the Vendor's representative the amount of \$770.00 including GST.
- h) Rescheduling or extension request to the Settlement date, the Purchaser must pay to the Vendor's representative an amount of \$250.00 plus any such fees levied by the Vendor's Mortgagee and/or third parties.

- 5.2 General Condition 11.6 is not applicable. The purchaser must pay bank fees on up to 8 bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.
- 5.3 In the interpretation of this Contract where the context permits, words importing the singular number shall include the plural and words importing any gender shall include any other gender and words importing persons shall include corporations and vice versa. If there shall be more than one Purchaser the agreements and obligations of the Purchasers hereunder shall bind any two or more of them jointly and each of them severally.
- 5.4 Where the Vendor is a corporation and there are registered ASIC charges over the vendor, the Vendor warrants that any charge does not affect the property, and he will not be required to provide any release of charge nor any letter of comfort at settlement. The purchaser may make no adjustment for registration of any such documents.
- 5.5 Where General Condition 14 applies, and the Purchaser ends the Contract due to failure to obtain finance, the Purchaser must provide written evidence from the relevant Financial institution to the Vendor that all reasonable efforts to obtain finance were made, together with a formal letter of rejection, within 2 working days after the due date for approval, Failing which, General Condition 14 lapses automatically, and this contract becomes unconditional as to finance.

Special Condition 6 – Nomination

General Condition 18 shall be deleted and replaced by the following special condition:

- 6.1 The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract.
- 6.2 If the Purchaser nominates, such nomination can only occur if:
- a) The Purchaser is not in default pursuant to this Contract; and
 - b) Notice is given prior to fourteen (14) days prior to the Settlement Date; and
 - c) If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - d) If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.
- 6.3 The costs of such nomination are fixed at \$220.00 inclusive of GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the Vendor's Legal Practitioner upon nomination by the Purchaser.

Special Condition 7 - GST Withholding

- 7.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 7.2 This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 7.3 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 *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 7.4 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; and
- b) ensure that the representative does so.

7.5 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 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 Commissioner relating to payment; and
- c) otherwise comply, or ensure compliance, with this special condition; despite:
- d) any contrary instructions, other than from both the purchaser and the vendor; and
- e) any other provision in this contract to the contrary.

7.6 The representative is taken to have complied with the requirements of special condition 8.5 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.

7.7 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 *Taxation Administration Act 1953 (Cth)*, but only if:

- a) so agreed by the vendor in writing; and
- b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.

7.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

7.9 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

7.10 The vendor warrants that:

- a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
- b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

7.12 This special condition will not merge on settlement.

GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's 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 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
- (a) the purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 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 Vendor's Statement.
- 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, measurements or area of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if 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 company charge

The vendor must provide at settlement a release of the property from any registered charge lodged under the Corporations Act 2001 (Cth) if requested in writing to do so at least 21 days before settlement. This obligation does not apply if the chargee is the proprietor of a registered mortgage over the land. The vendor must pay the registration fee if either party requires registration of that release.

8. Builder warranty insurance

The vendor must provide at settlement details of any current builder warranty insurance 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.
- 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:

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

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

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.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:
 - (i) to the vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision; or
 - (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account 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 draft or 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 section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

12. Stakeholding

12.1 The deposit must be released to the vendor if :

- (a) the vendor provides proof, to the reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the day of sale; and
- (c) all conditions of the **Sale of Land Act 1962** have been satisfied.

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

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

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 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 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 a 'farming business':
- (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); 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 prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents.

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.

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies sections 6(1) and 6(2) of the Sale of Land Act 1962; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

24. Loss or damage before settlement

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was 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** 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 served 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—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and 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.

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

GUARANTEE and INDEMNITY

I/We, of
 and of

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

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

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

this day of 20.....

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

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

VENDOR STATEMENT

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

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

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

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

Vendor: GUY FARRUGIA & GRACE FARRUGIA

Property: 118 Glengala Road, SUNSHINE WEST 3020

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

Authority	Amount	Interest
Brimbank City Council	Usual rate to be adjusted	per annum
City West Water	Usual rate to be adjusted	per annum

Any further amount (including any proposed Owners Corporation Levey) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the Vendors knowledge

(b) Their total does not exceed - \$4,500.00

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

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

Not Applicable

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents

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

The best of the Vendor's knowledge 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 gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Bushfire

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

3.3 Road Access

There is access to the property by road

3.4 Planning Scheme

Name: Brimbank Planning Scheme
Responsible authority: Brimbank City Council
Zoning: See attached certificate

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

The Purchaser/s hereby undertakes to direct all enquired to the local Government authorities for any Planning overlays or restrictions affecting the land prior to signing the Contract.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendors knowledge

5. BUILDING PERMITS

Particulars of any building permit under the Building Act 1993 in the preceding 7 years in relation to a building on the land (required only where the Property includes a residence)

No such approvals have been granted.

6. OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

8. SERVICES

Information concerning supply of the following services:

Service	Available	Name of Authority (if service connected)
Electricity	Yes	Purchaser choice
Gas	Yes	Purchaser choice
Water	Yes	City West Water
Sewerage	Yes	City West Water
Telephone	No	

9. TITLE- attached are the following documents concerning Title:

Copies of the title Volume 10927 Folio 826 are attached

10. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate 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.)

DATE OF THIS STATEMENT / /

Signature/s of vendor/s
GUY FARRUGIA & GRACE FARRUGIA

The purchaser acknowledges being given a duplicate of this statement signed by the vendor/s before the purchaser signed any contract.

DATE OF ACKNOWLEDGEMENT / /

Signature/s of purchaser/s

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

VOLUME 10927 FOLIO 826

Security no : 124089454946R
Produced 22/04/2021 07:57 PM

LAND DESCRIPTION

Lot 392 on Plan of Subdivision 011779.
PARENT TITLE Volume 07432 Folio 376
Created by instrument AE199128C 22/02/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GUY FARRUGIA
GRACE FARRUGIA both of 118 GLENGALA ROAD WEST SUNSHINE VIC 3020
AE731619T 16/11/2006

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 2025985

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 LP011779 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 118 GLENGALA ROAD SUNSHINE WEST VIC 3020

DOCUMENT END

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LP 11779
EDITION 3
 PLAN MAY BE LODGED 5-11-1924

ENCUMBRANCES

- AS TO THE LAND SHOWN E-6 ANY EASEMENTS AFFECTING THE SAME
- AS TO THE LAND SHOWN E-9 THE EASEMENT TO THE MMBW CREATED IN C89258
- AS TO THE LAND SHOWN E-10 THE EASEMENT TO THE MMBW CREATED IN C300517
- AS TO THE LAND SHOWN E-11 THE EASEMENT TO THE MMBW CREATED IN B9766

AS TO THE ROAD R1 ANY EASEMENTS AFFECTING THE SAME

**PLAN OF SUBDIVISION OF
 PART OF CROWN PORTION B SECTION 9
 PARISH OF DERRIMUT
 AND PART OF CROWN PORTION D1
 PARISH OF MARIBYRNONG
 VOL 5160 FOL 805**
 MEASUREMENTS ARE IN FEET AND INCHES

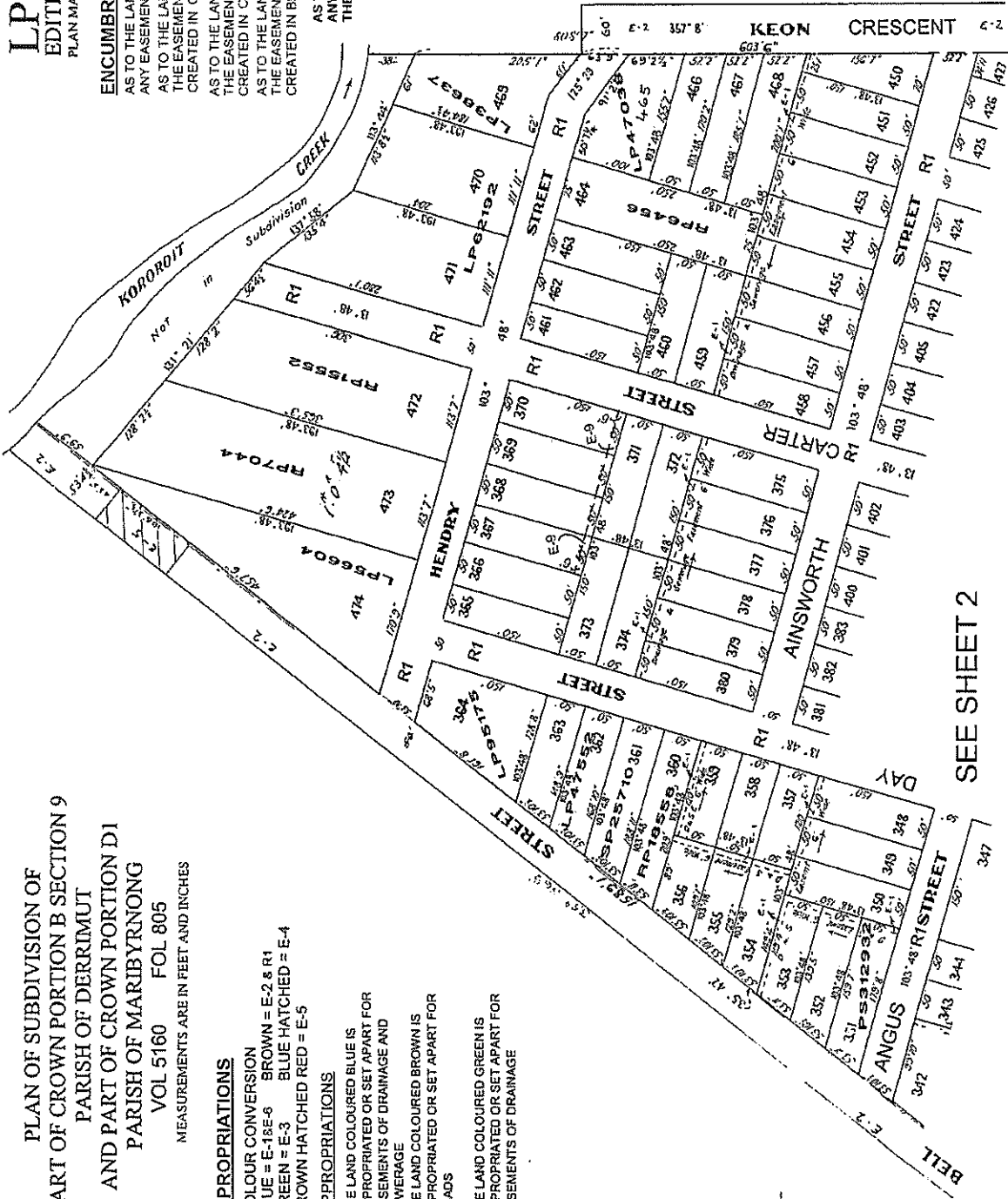
APPROPRIATIONS

- COLOUR CONVERSION
- BLUE = E-1&E-6 BROWN = E-2 & R1
- GREEN = E-3 BLUE HATCHED = E-4
- BROWN HATCHED RED = E-5

APPROPRIATIONS

- THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE
- THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

- THE LAND COLOURED GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE

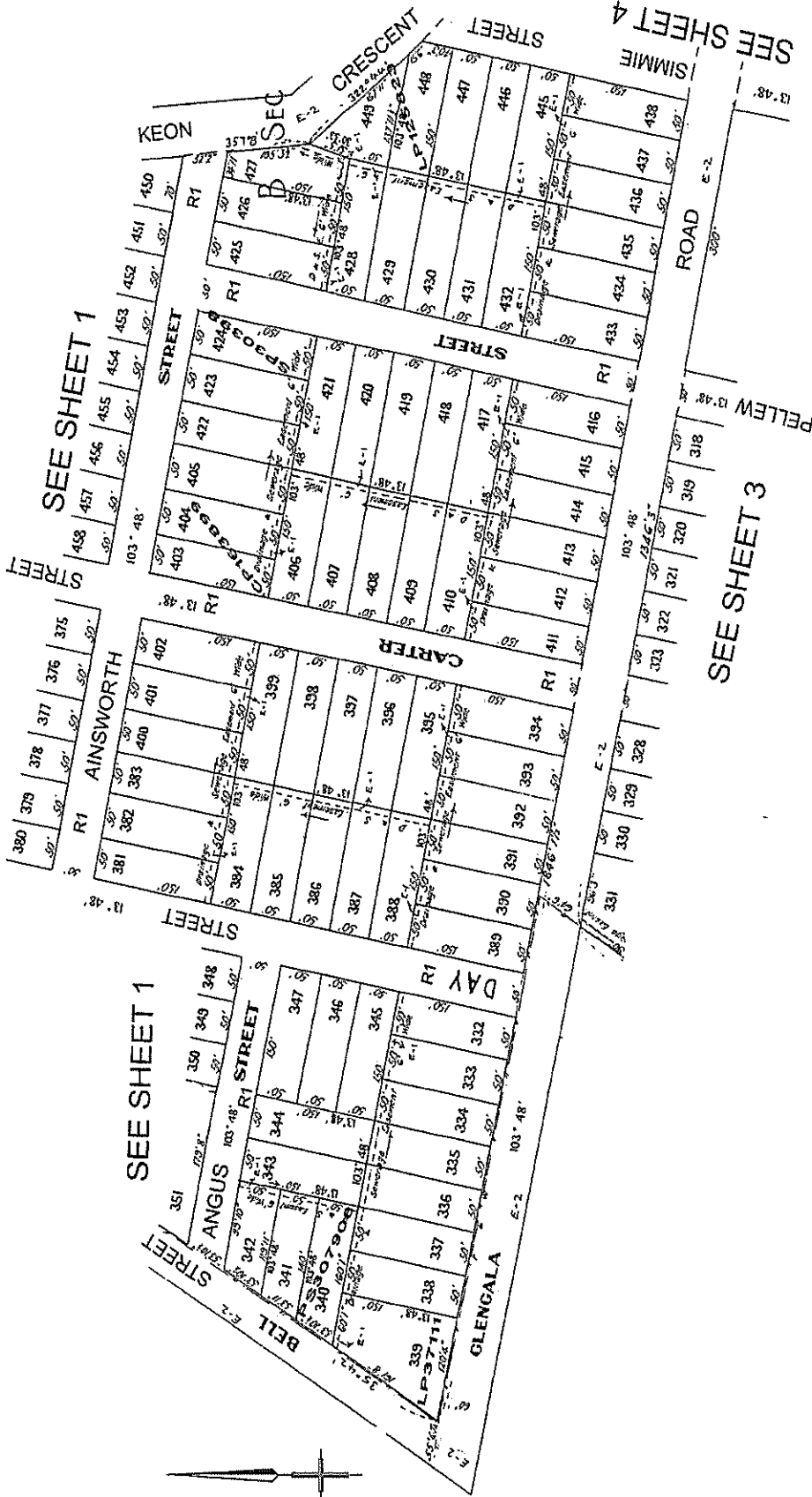


C SHEETS
 SHEET 1

SEE SHEET 2



LP11779



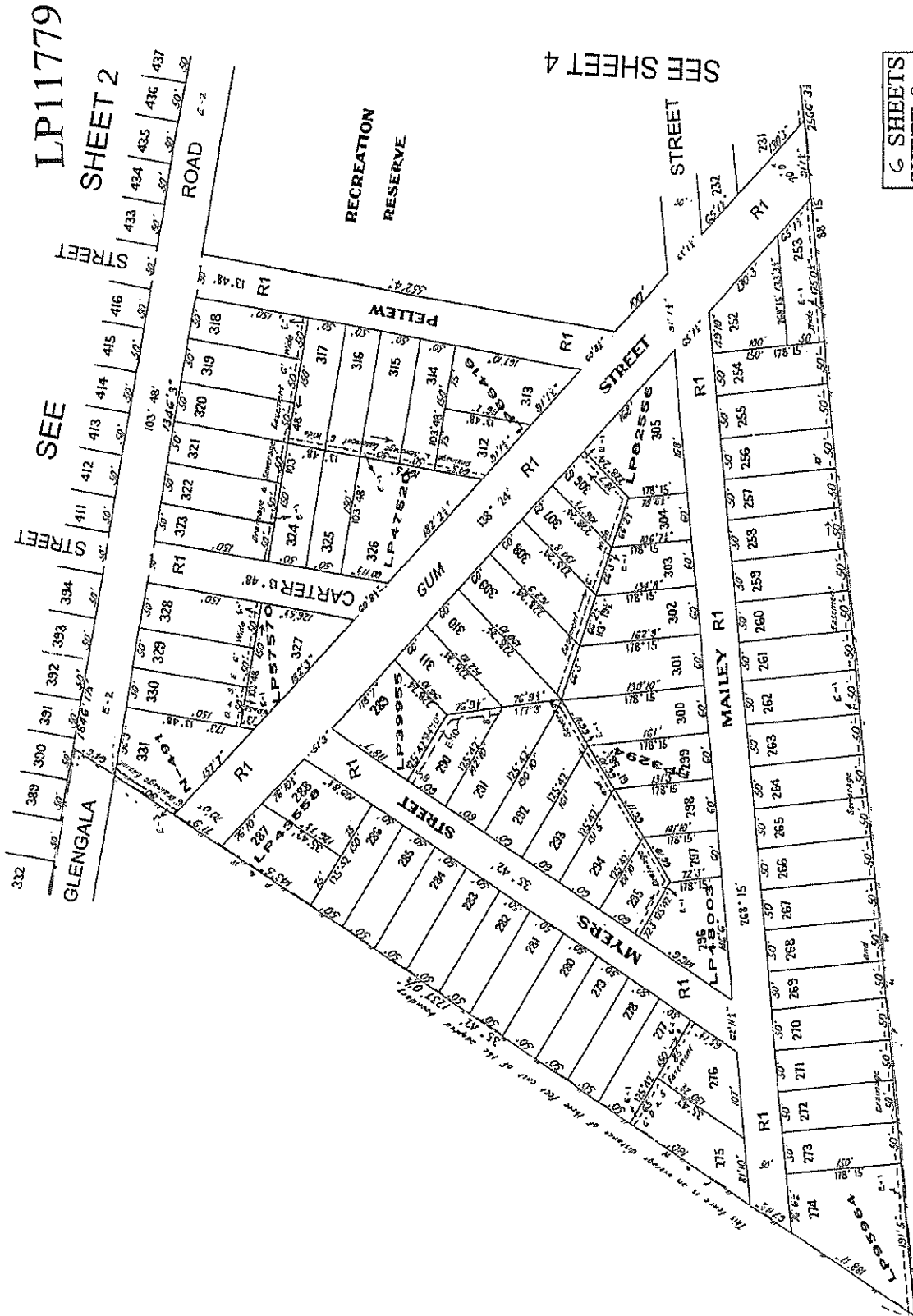
SEE SHEET 1

SEE SHEET 3

SEE SHEET 1

G SHEETS
SHEET 2

SEE SHEET 4



LP11779
SHEET 2

SEE SHEET 4

6 SHEETS
SHEET 3

SEE
STREET

GLENGALA

RECREATION
RESERVE

STREET

MAILEY R1

MYERS

PELLEM

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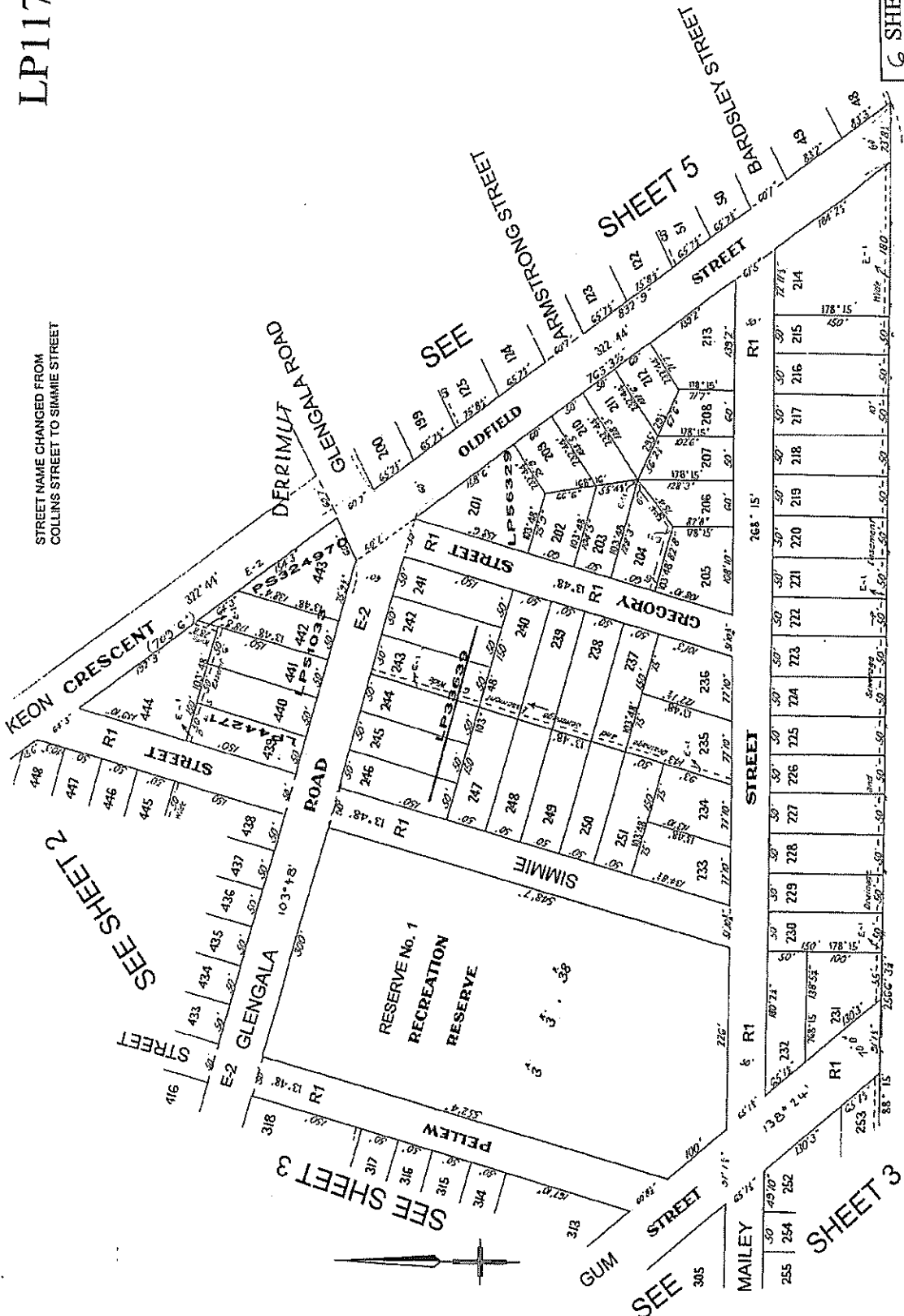
STREET

LP11779

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

C SHEETS
SHEET 4

STREET NAME CHANGED FROM
COLLINS STREET TO SIMMIE STREET



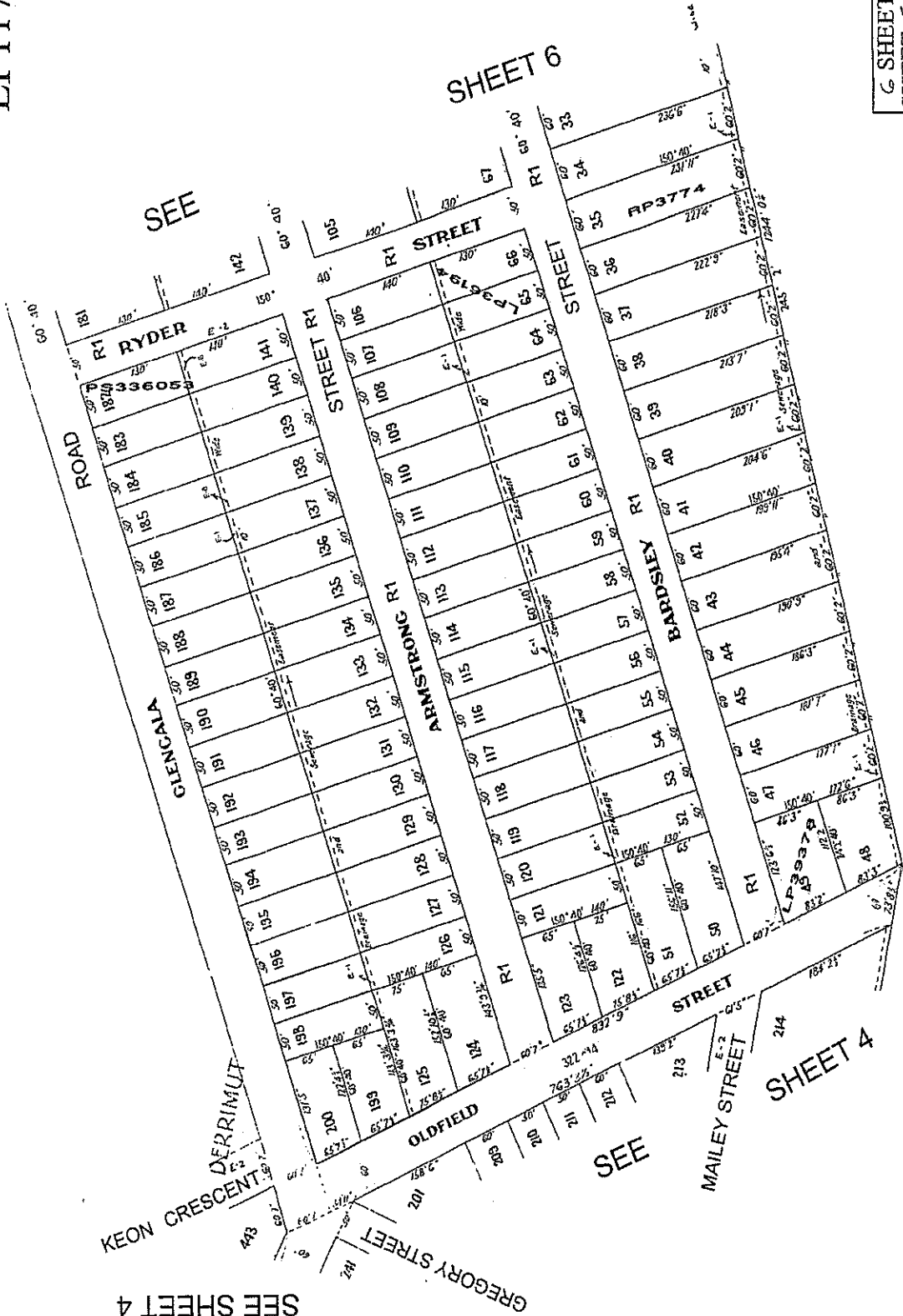
SEE SHEET 2

SEE SHEET 3

SEE SHEET 5

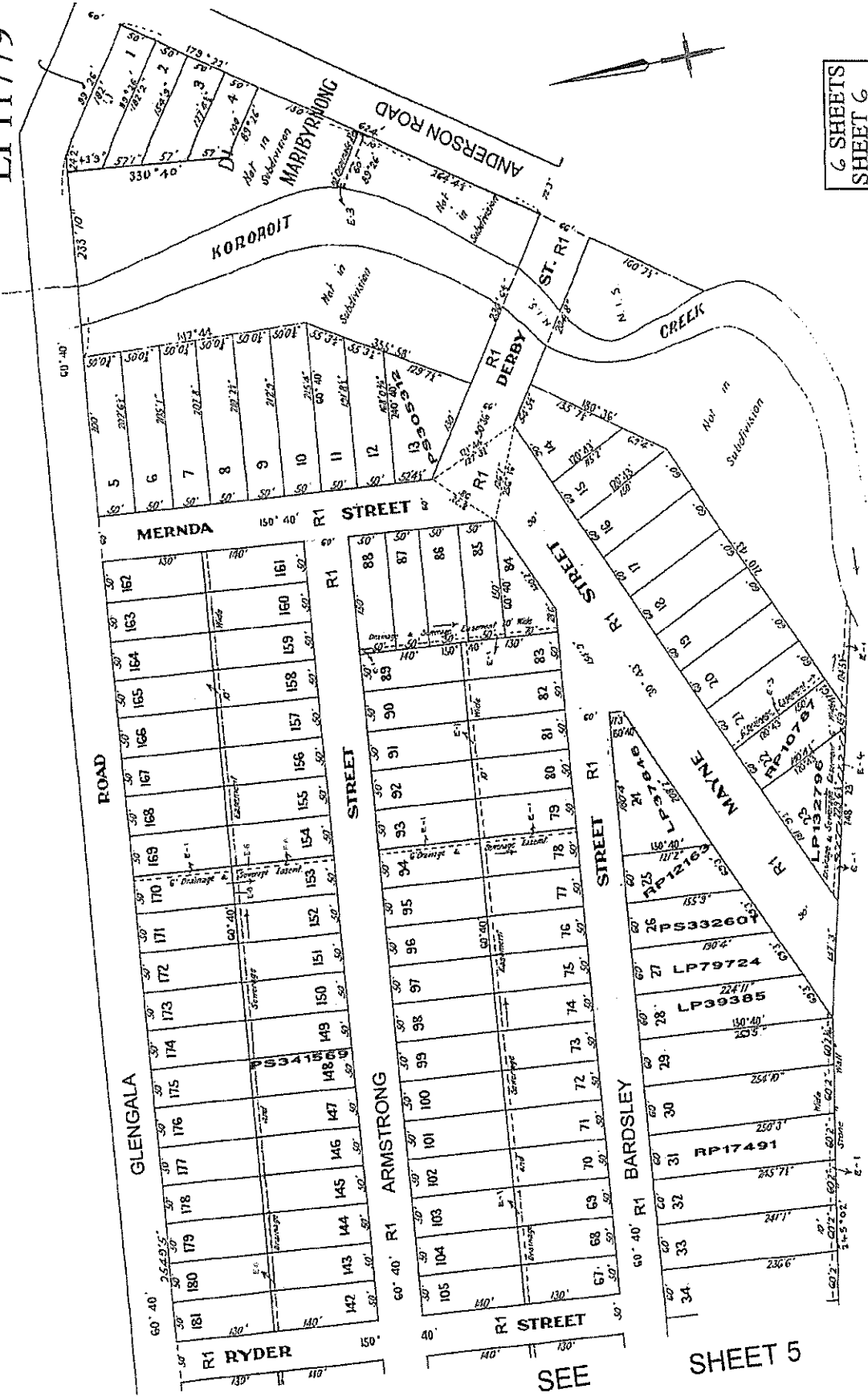
SEE SHEET 3

LP11779



6 SHEETS
SHEET 5

LP11779



6 SHEETS
SHEET 6

SEE SHEET 5

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER
LP 11779

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
ROAD(PART)	E-5	PART ROAD DISCONTINUED	LGD. 969			1	
LOT 23	E-4	PART EASEMENT EXCISED	W933000D			1	
		STREET NAME AMENDED	CORRES. 1953/22752			2	
		STREET NAME AMENDED	CORRES. 1955/36052			2	
		STREET NAME AMENDED	GOVT.GAZ. 1957 P.5517			2	
LOTS 153 & 162-185(BI)	E-6	EASEMENTS ENHANCED				2	
LOTS 367-370(BI)	E-9	CREATION OF EASEMENT	C89258			2	MLB
LOTS 290	E-10	CREATION OF EASEMENT	C300517			2	MLB
LOTS 203 & 20	E-11	CREATION OF EASEMENT	B9766			2	MLB
ROADS	R1	EASEMENTS ENHANCED				3	AD

Property Report

from www.land.vic.gov.au on 28 April 2021 12:34 AM

Address: 118 GLENGALA ROAD SUNSHINE WEST 3020

Lot and Plan Number: Lot 392 LP11779

Standard Parcel Identifier (SPI): 392\LP11779

Local Government (Council): BRIMBANK **Council Property Number:** 601294

Directory Reference: Melway 40 D1

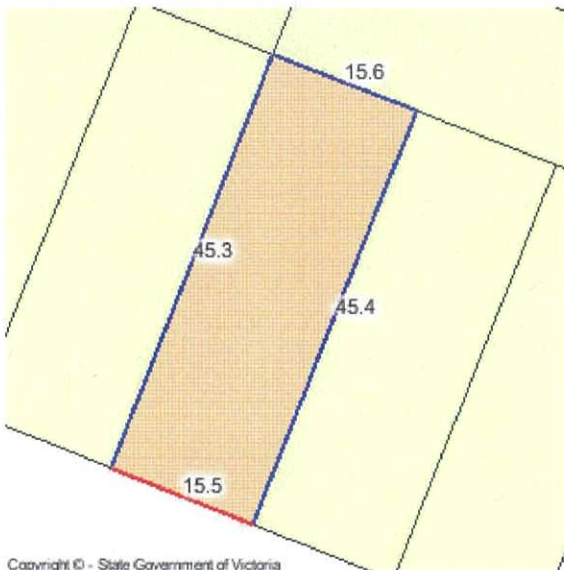
This property is not in a designated bushfire prone area.

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.vba.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: 706 sq. m

Perimeter: 122 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 [Title and Property Certificates](#)

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 22 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 affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

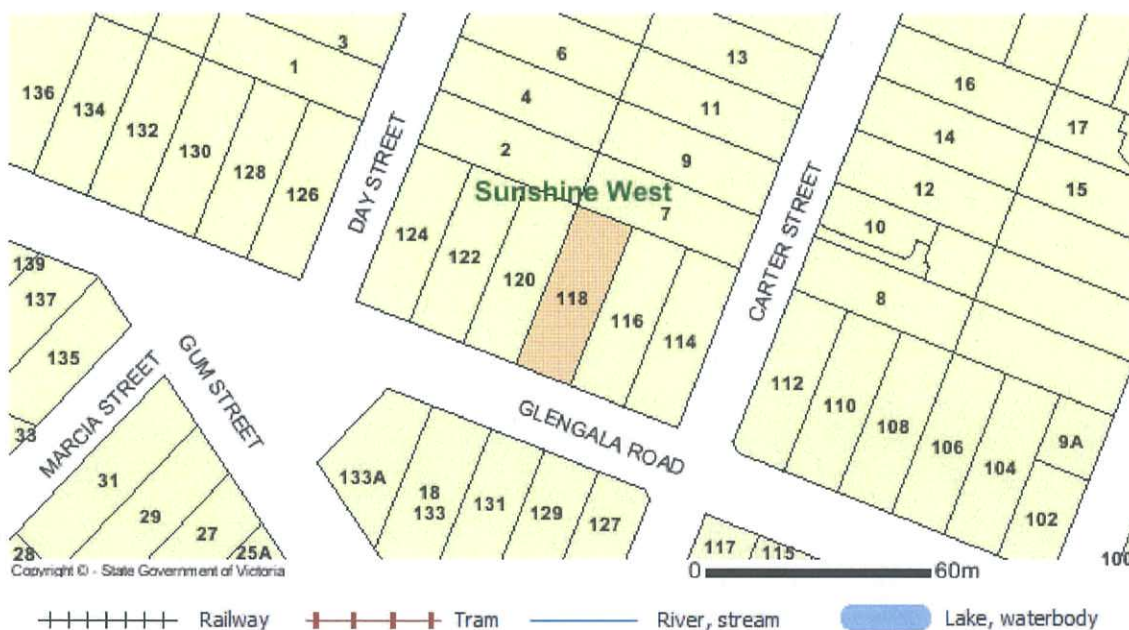
The Planning Property Report includes separate maps of zones and overlays

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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on 28 April 2021 12:35 AM

PROPERTY DETAILS

Address: **118 GLENGALA ROAD SUNSHINE WEST 3020**

Lot and Plan Number: **Lot 392 LP11779**

Standard Parcel Identifier (SPI): **392\LP11779**

Local Government Area (Council): **BRIMBANK** www.brimbank.vic.gov.au

Council Property Number: **601294**

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

Directory Reference: **Melway 40 D1**

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **City West Water**

Melbourne Water: **inside drainage boundary**

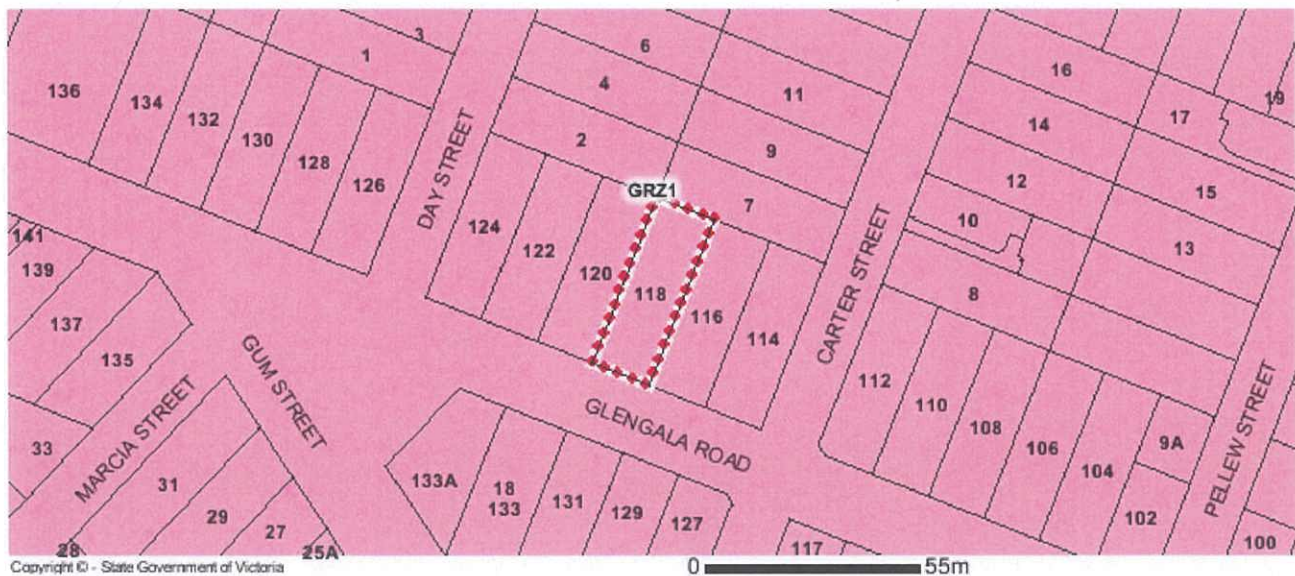
Power Distributor: **POWERCOR**

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **FOOTSCRAY**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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

Planning Overlay

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

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

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

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

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Designated Bushfire Prone Area

This property



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>

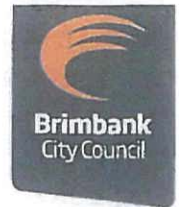
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2020-21 Annual Rates and Charges Third Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

Brimbank City Council
PO Box 70
SUNSHINE VIC 3020
ABN 35 915 117 478



MR G & MRS G FARRUGIA
118 GLENGALA ROAD
SUNSHINE WEST VIC 3020



023
1004977
R1_11291

Property 118 GLENGALA ROAD SUNSHINE WEST VIC 3020
LOT 392 PLN 11779

Council are currently processing a number of Financial Hardship applications as a priority. Please be aware that COVID-19 Financial Hardship Applications are still being accepted.

Particulars of Rates and Charges:

Overdue Instalments 2020/2021	\$419.00
Interest Accrued to 17/01/2021	\$5.51
3rd Instalment 2020/2021 due 28 Feb 2021	\$419.00
Balance of 2020/2021 Rates and Charges	\$419.00

Total Balance Rates and Charges 2020/2021 **\$1,262.51**

Tax Invoice

Assessment No. 0601294

Date of Issue 22 Jan 2021

Rate Enquiries

Monday to Friday 8.45am - 5pm
Phone: 03 9249 4000
Fax: 03 9249 4351
TTY: 03 9249 4999
Web: www.brimbank.vic.gov.au
Email: info@brimbank.vic.gov.au

Payments made on or after 15 January 2021 may not have been deducted from this account

Instalment 3

Due 28 Feb 2021 \$843.51

Remaining Instalments

Instalment 4
Due 31 May 2021 \$419.00

An Instalment Notice will be issued for the 4th instalment prior to the due date.

Late payments will attract interest at 10%
Any arrears, interest and legal costs are overdue and must be paid immediately.

Postal delays will not be accepted as an excuse for late payment.

Note: Pensioner Concession of -\$316.00 has been deducted from this account for the 2020/2021 rating year.

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

Payment options (More payment options overleaf). **Please return this section if paying by mail.**

Online
Visit the Brimbank City Council website
www.brimbank.vic.gov.au

For emailed notices:
brimbank.enotices.com.au
Reference No: 66FA64799H

Assessment No: 0601294

Billpay Code: 93948
Ref: 0000 0601 294
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account
More Info: bpay.com.au

Post Billpay
Billpay Code: 0355
Ref: 6012 94
Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay

Amount Payable
\$843.51

Payment Due by
28 Feb 2021



*355 601294

eNotices

GO TO BRIMBANK.ENOTICES.COM.AU

Register now at
brimbank.enotices.com.au



Reprinted Notices

To view and reprint your notices register at brimbank.enotices.com.au. You can extract a PDF copy at any time.





City West Water™

My account number is

1215 1194 6108

Invoice No. T563544610

Service Address 118 Glengala Road Sunshine West
Lot 392 Plan 11779

Issue Date 3 Mar 2021

Water Faults & Emergencies (24 hours) 132 642

Enquiries & Support
(8.30am-5.00pm Mon-Fri)
Credit Card Payments &
Balances (24 hours) 131 691

Interpreter Service 9313 8989

Mail Cheques GPO Box 1152, Melbourne Vic 3001

General Mail Locked Bag 350, Sunshine Vic 3020

City West Water Corporation

ABN 70 066 902 467

citywestwater.com.au



378515-001 000620(2867) 0023
MR G & MRS G FARRUGIA
118 GLENGALA ROAD
SUNSHINE WEST VIC 3020

AMOUNT DUE
\$226.79
PLEASE PAY BY
24 MAR 2021

Account summary

	PREVIOUS BILL	\$198.85
	RECEIVED	\$198.85
	BALANCE	\$0.00
	YOUR USAGE	\$169.12
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	ADJUSTMENTS	-\$84.26
	PLEASE PAY	\$226.79

Government Concession is granted on this bill.

03/03/21-08:45:43-CCSPRT_210302218265.PRO

Page 1 of 4

F-D-000262-0001/0002-1-000000-R-A000122814

Having trouble paying your bill?

We're here to help and have a range of payment options to support you at this time.

Visit citywestwater.com.au/assist to find out more.

Visit our website today

