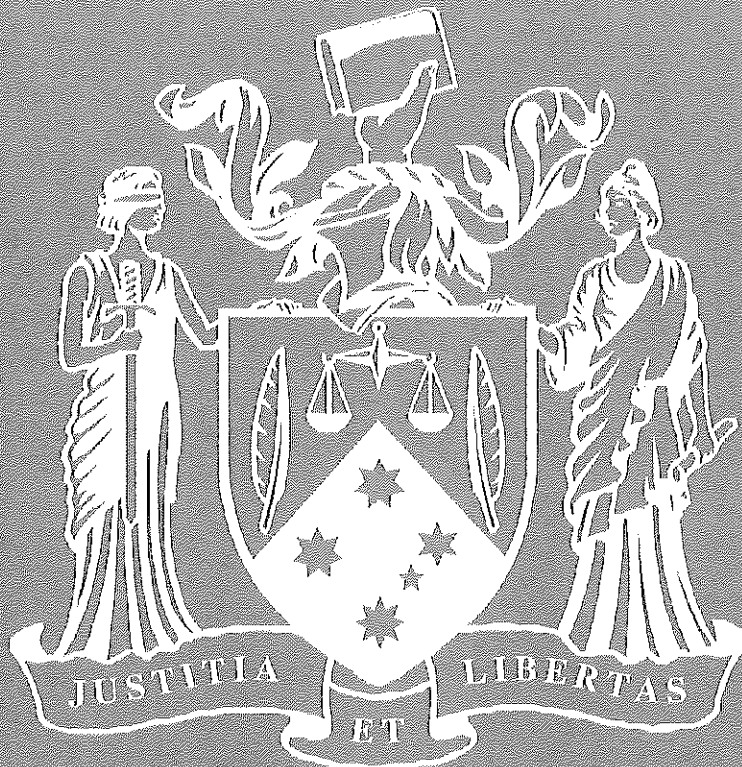


Contract of sale of land

Property: 18 Comley Street, Sunshine North 3020



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/ /2021

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/ /2021

Print name(s) of person(s) signing: **JOHN GERALD TABONE**

.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Bells Real Estate
 Address: 14 Devonshire Road, Sunshine, VIC 3020

Email: tom@bellsrealestate.com.au

Tel: 9300 9000 Mob: 0418 322 448 Fax: 9312 5895 Ref: Tom Kyriakou

Vendor

Name: JOHN GERALD TABONE
 Address: 16 Comley Street, Sunshine North, VIC 3020

ABN/ACN:

Email: jt@htf.com.au

Vendor's legal practitioner or conveyancer

Name: Ferraro & Company Pty Ltd
 Address: 27A Sun Crescent, Sunshine Vic 3020

Email: conveyancing@ferraro.com.au

Tel: (03) 9311 8911 Mob: Fax: (03) 9311 9915 Ref: NT:2104213

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot		on plan	
Volume	8205	Folio	047	153	011126
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is 18 Comley Street, Sunshine North 3020

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

Payment

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

A lease agreement is attached.

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

1. Restrictions

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

2. Warranties and exclusions

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

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

3. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this Contract and that he is aware of their condition and any deficiencies.

4. Settlement

(1) The failure to settle pursuant to General Condition 17 shall be a default under this Contract pursuant to General Condition 34.

5. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. Having said that, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

6. Interpretation

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to the neuter or any one gender shall include the other gender or the neuter and where more persons than one are included in the term "purchaser" their covenants hereunder shall be joint as well as several.

7. Condition of the property

The purchaser acknowledges having purchased the property:

- (i) As a result of its own inspection, investigations and enquiries, including those in respect of the suitability of the property for the purchaser's intended use thereof;

- (ii) In its present condition and state of repair including any refuse and/or building materials on the property;
- (iii) Subject to all faults and defects (if any), whether latent or patent, and contamination (if any) and
- (iv) "as is".

8. Penalty Interests

The expression 5% replaces 2% in General Condition 33.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner, and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new, and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

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

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

despite:

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

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

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

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient: _____

Property address: 18 Comley Street

SUNSHINE NORTH VIC 3020

Lot no.: 153 Plan of subdivision: 011126

[Cross out whichever is not applicable]

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.

From: Vendor/supplier: John Gerald Tabone

Dated: 27/04/2021

JOHN GERALD TABONE

AND

AND

DEED OF GUARANTEE OF CONTRACT

Ferraro & Company Pty Ltd
27A Sun Crescent
Sunshine Vic 3020
PO Box 686
Sunshine Vic 3020
Email: sam@ferraro.com.au
Ref: NT:2104213

THIS DEED dated day of 2021

BETWEEN John Gerald Tabone of 16 Comley Street, Sunshine North, Victoria (**Vendor**)

AND of (**Purchaser**)

AND of (**Guarantor**)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. 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 the same;
3. 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 the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained 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 money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY)	
in the presence of:)	
)	_____ Signature
_____ Signature of witness		
_____ Print name of witness		

SIGNED SEALED & DELIVERED BY)	
in the presence of:)	
)	_____ Signature
_____ Signature of witness		
_____ Print name of witness		

SIGNED SEALED & DELIVERED BY)	
in the presence of:)	
)	_____ Signature
_____ Signature of witness		
_____ Print name of witness		


Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	18 Comley Street, Sunshine North 3020	
Vendor's name	John Gerald Tabone	Date 3/5/21
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

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 certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

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:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

VOLUME 08205 FOLIO 047

Security no : 124089270517H
Produced 14/04/2021 12:05 PM.

LAND DESCRIPTION

Lot 153 on Plan of Subdivision 011126.
PARENT TITLE Volume 08176 Folio 405
Created by instrument A642435 14/11/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOHN GERALD TABONE of 3 CHEDGEY DR ST ALBANS 3021
V967700B 30/03/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK804919Y 24/12/2013
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

CAVEAT AS182891M 21/05/2019

Caveator
MARY TABONE, SAVIOUR TABONE
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

01/12/2017

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

DAVIS ZUCCO LAWYERS

Notices to

DAVIS ZUCCO LAWYERS of LEVEL 1 478 ALBERT STREET EAST MELBOURNE VIC 3002

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 LP011126 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: 18 COMLEY STREET SUNSHINE NORTH VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 22/10/2016

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Lim
by agreement between them. The information supplied has been obtained by InfoT
who is licensed by the State of Victoria to provide this information via LANDA

PLAN OF SUBDIVISION
CROWN ALLOTMENT 3, SECTION D
PARISH OF MARIBYRNONG

LP 11126
EDITION 3
 PLAN MAY BE LODGED 28/10/25

SEE SHEET 2

COUNTY OF BOURKE

—V014218 F01283530—

DEPTH LIMITATION: 50 FEET

Measurements are in Feet & Inches
 Conversion Factor
 FEET X 0.3048 = METRES

SEE SHEET 2

STREET NAMES AMENDED.

FROM Sandford Ave (part) To Drake St.
 Cranbourne Ave To Clayton St.
 Dunkeld Ave To Comley St.
 Barwon Ave to Cary St.
 H.W. Clugne

COLOUR CODE

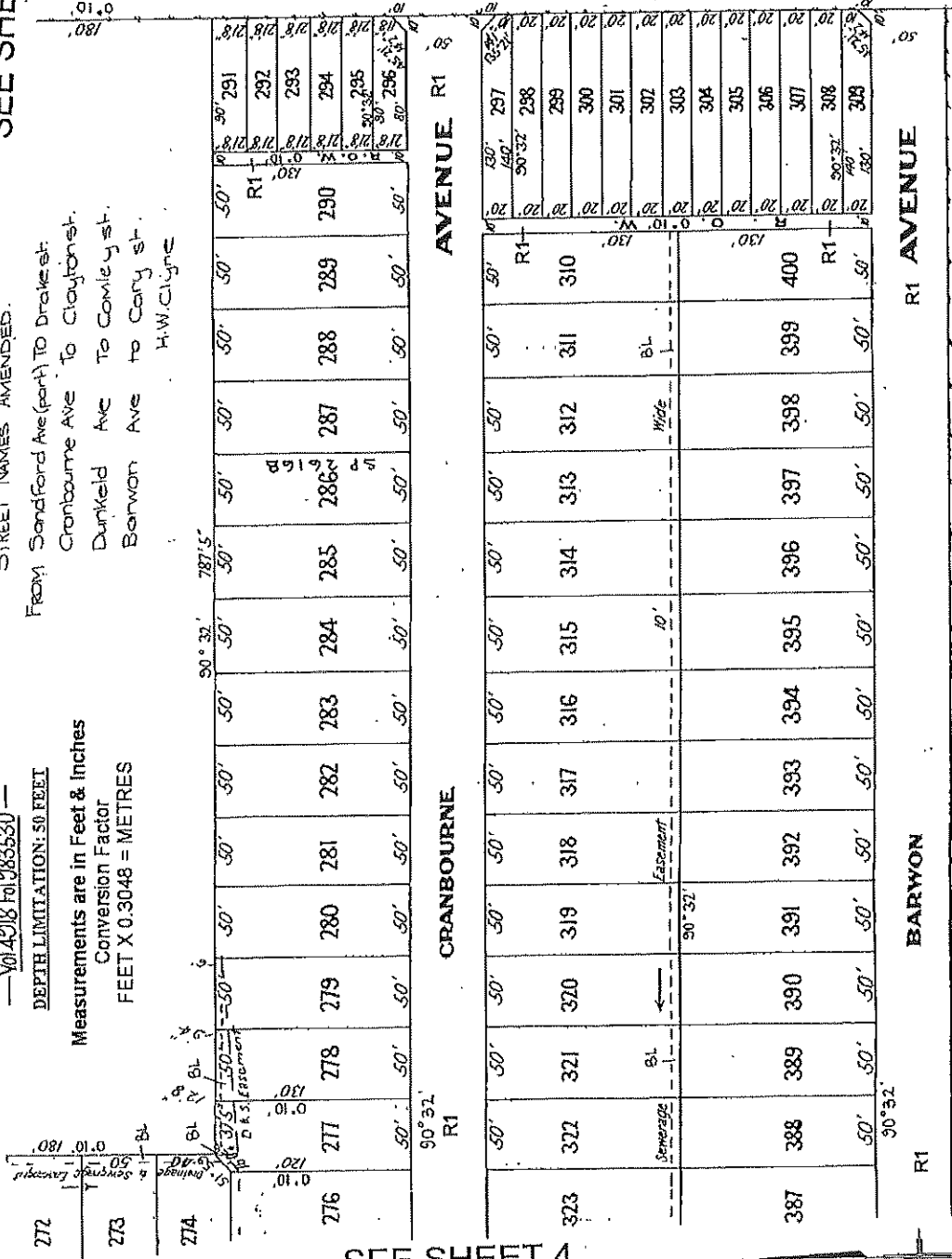
BL=BLUE G=GREEN
 BR=BROWN P=PURPLE
 Y=YELLOW R=RED
 H=HATCH CH=CROSS HATCH

ROADS COLOURED BROWN

ENCUMBRANCES

AS TO THE LAND MARKED R1 & R2
 ANY EASEMENTS AFFECTING
 THE SAME

AS TO BARWON AVENUE
 THE RIGHTS OF THE PUBLIC TO USE
 THE SAME AS A PUBLIC HIGHWAY
 BY VIRTUE OF A PROCLAMATION
 PUBLISHED IN THE GOVERNMENT GAZETTE
 DATED 22/6/1955 PAGE 2942

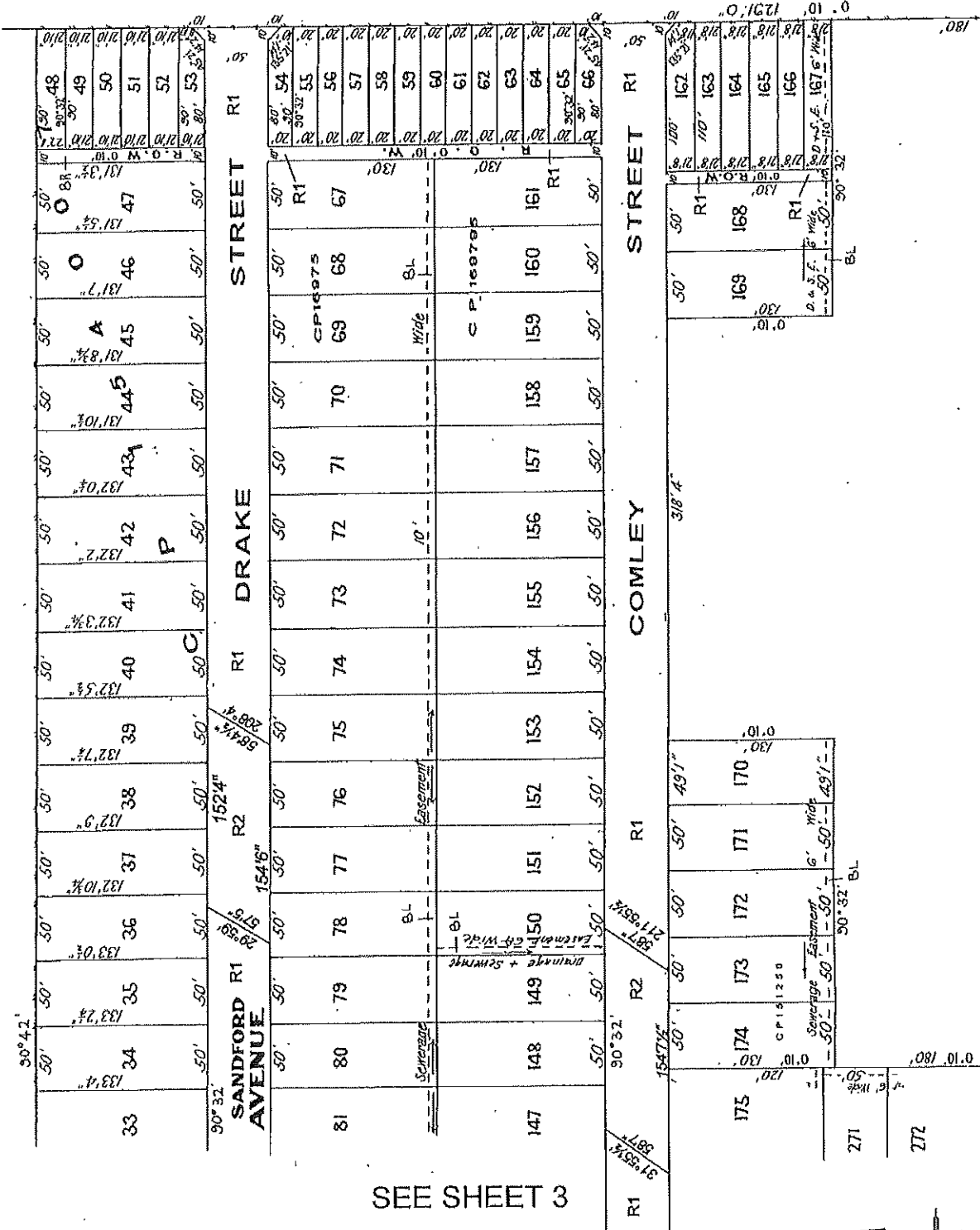


6 SHEETS
 SHEET 1

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.

LP 11126

ROAD



SEE SHEET 3

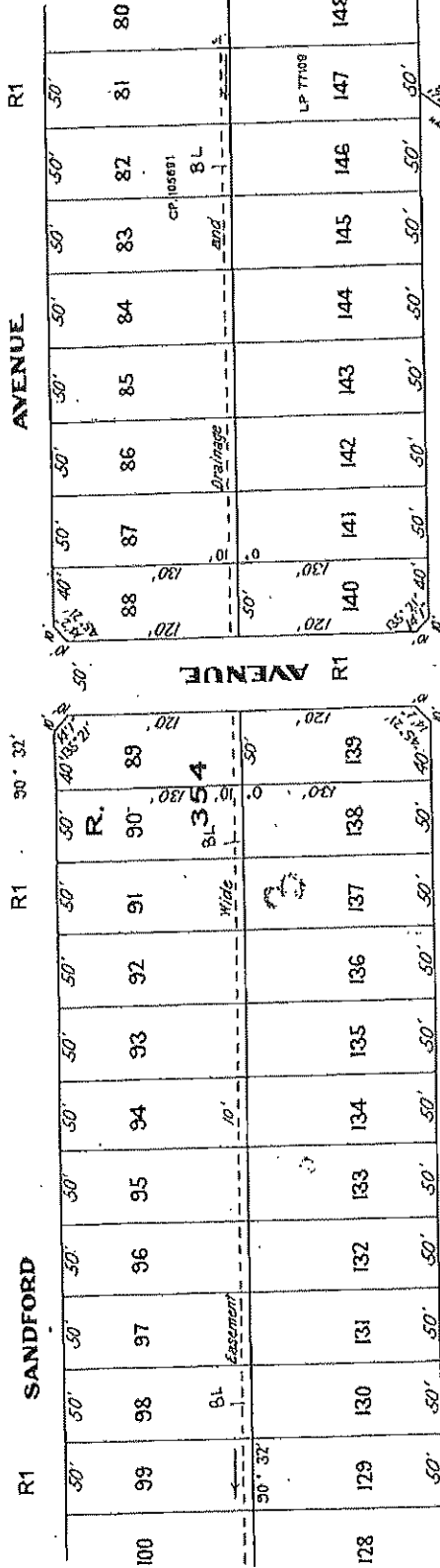
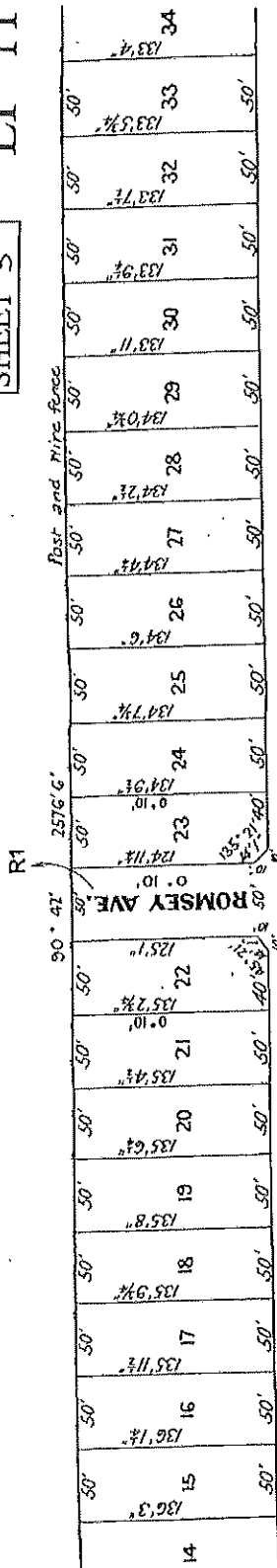
6 SHEETS
SHEET 2

SEE SHEET 1

SEE SHEET 1

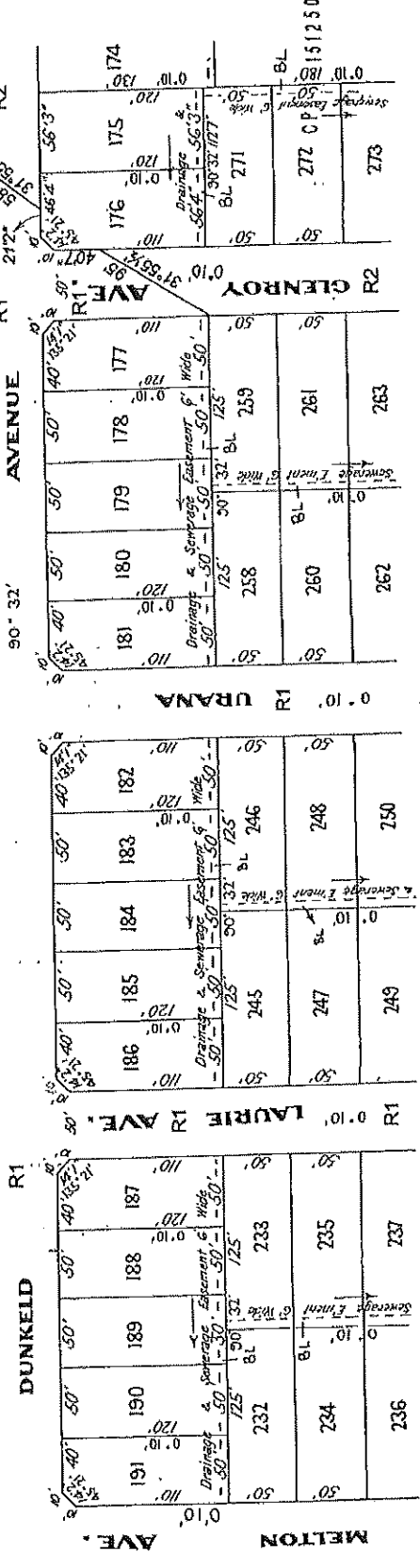
6 SHEETS
SHEET 3

LP 11126



SEE SHEET 6

SEE SHEET 2

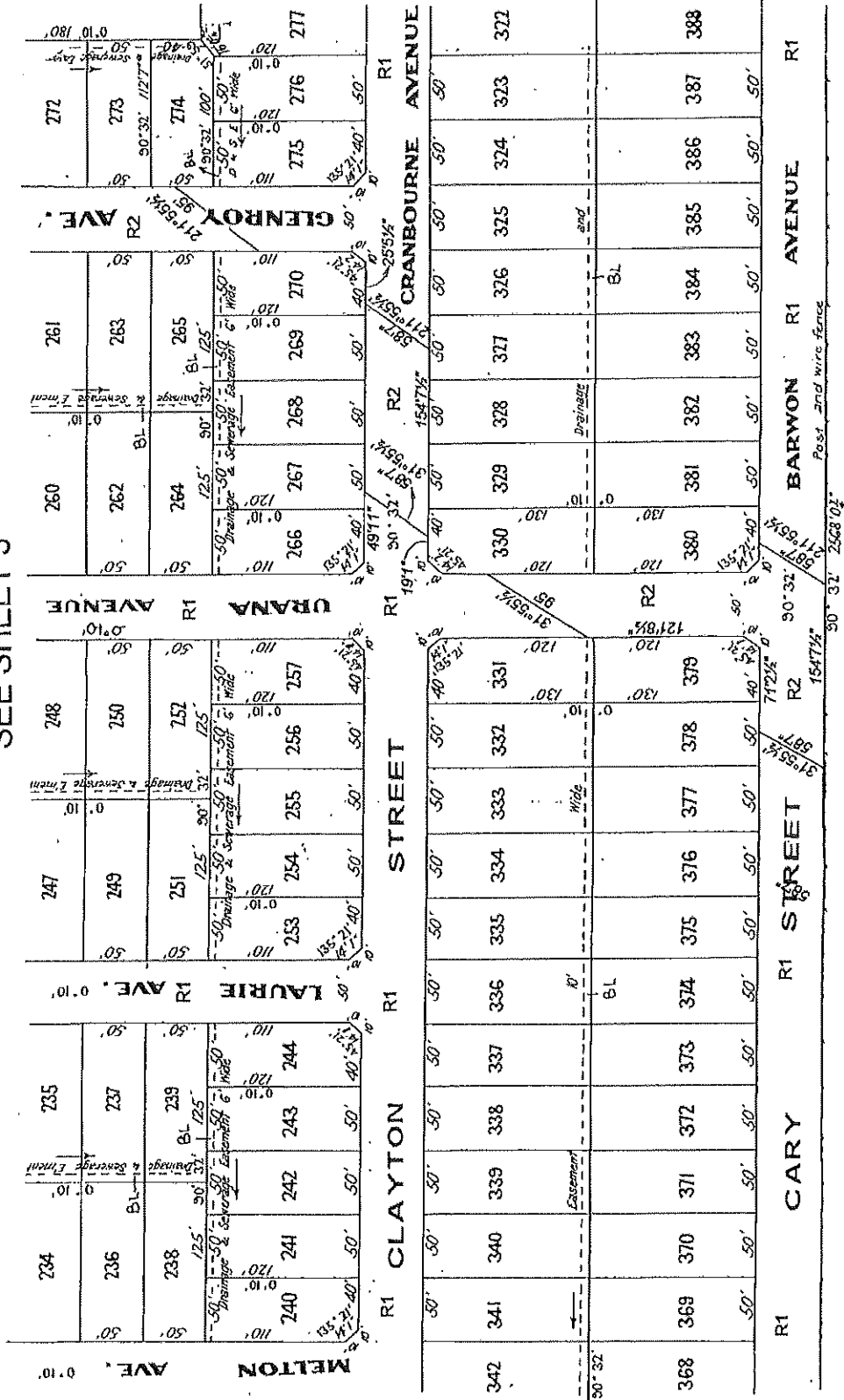


SEE SHEET 4



LP 11126

SEE SHEET 3



SEE SHEET 1

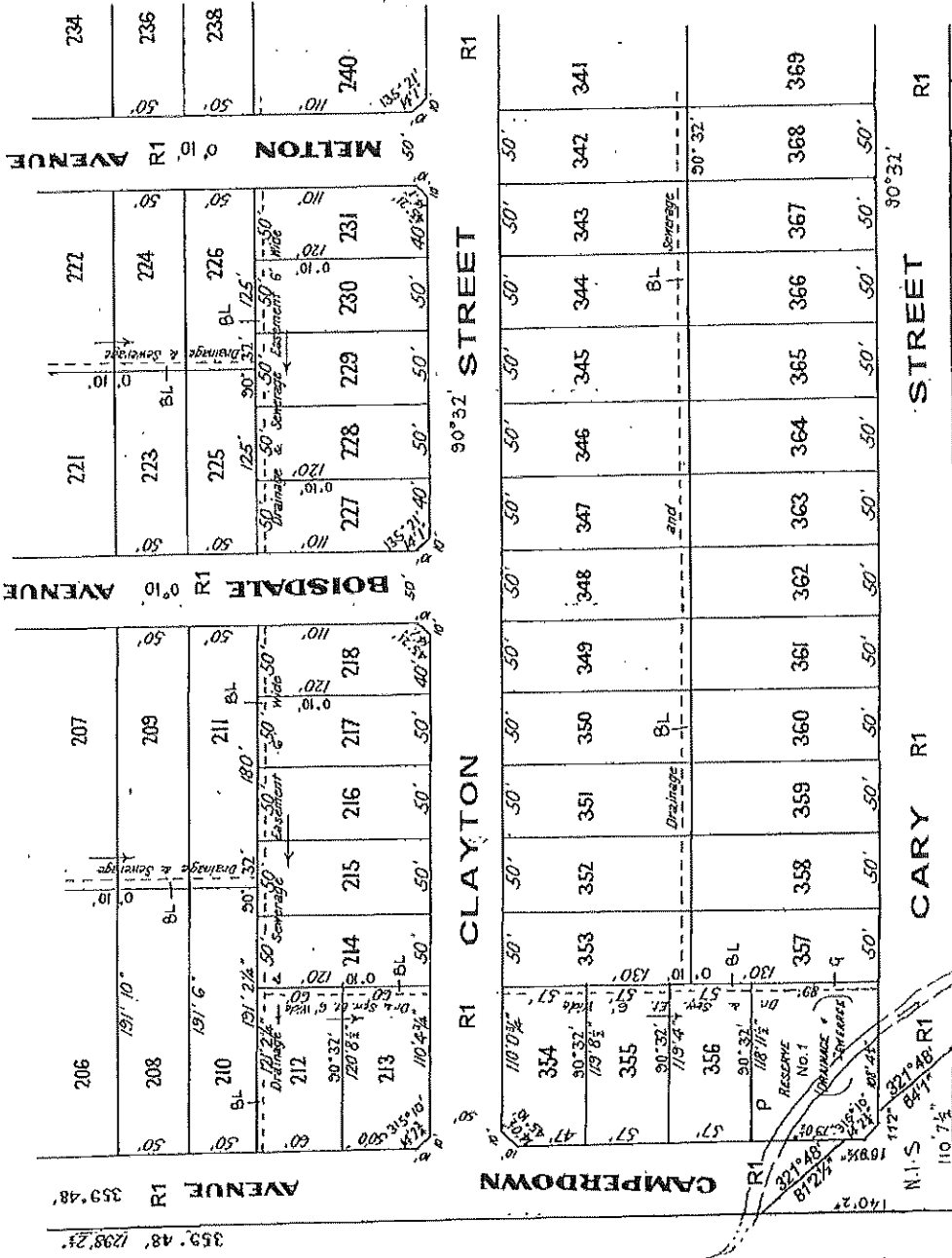
SEE SHEET 5

6 SHEETS
SHEET 4

LP 11126

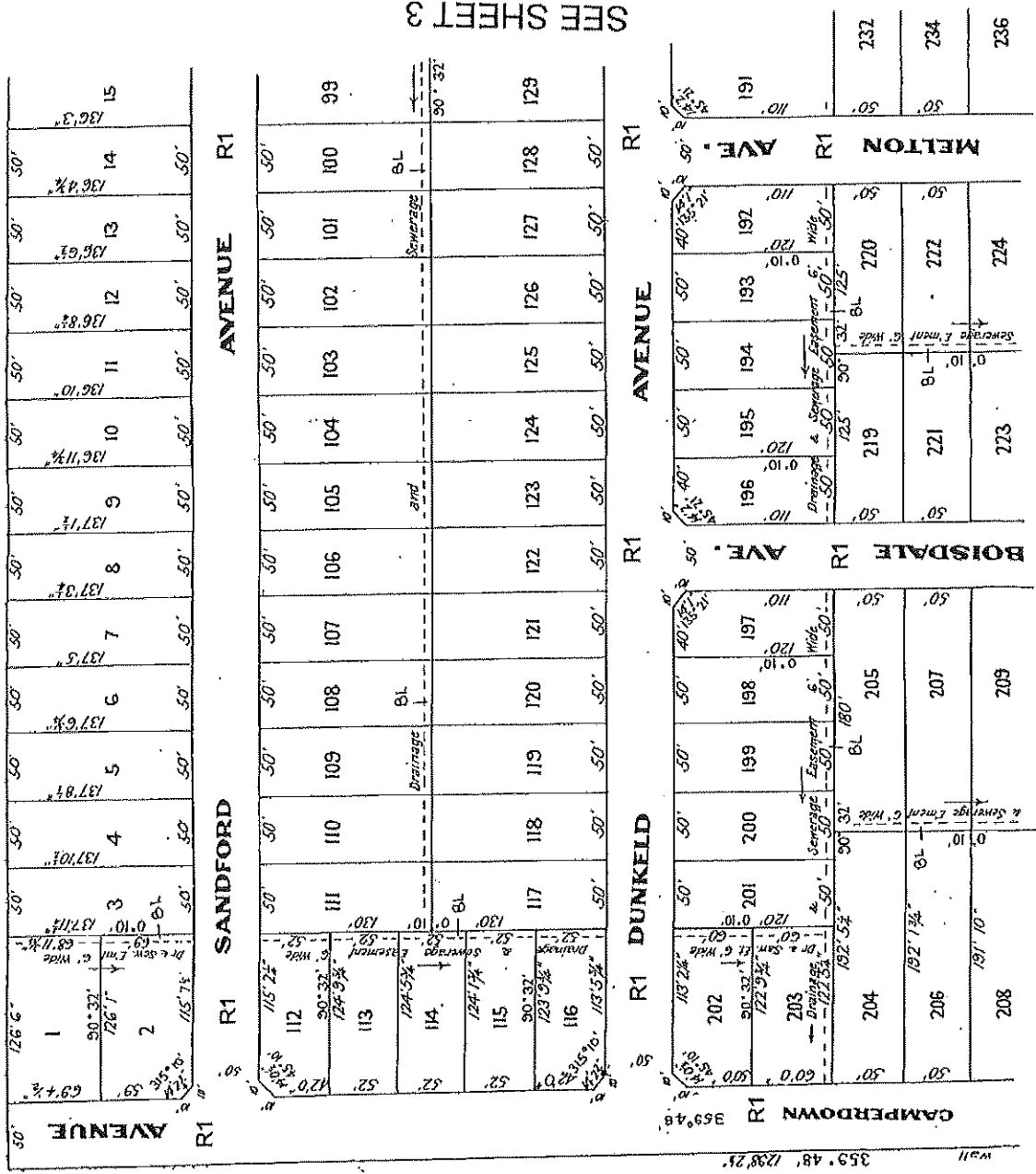
SEE SHEET 6

SEE SHEET 4



6 SHEETS
SHEET 5

LP 11126



SEE SHEET 3

6 SHEETS
SHEET 6

SEE SHEET 5





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 14/04/2021 12:18:58 PM

Status	Registered	Dealing Number	AS182891M
Date and Time Lodged	21/05/2019 10:01:25 AM		

Lodger Details

Lodger Code	19529V
Name	DAVIS ZUCCO LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	AZJ:Tabone-Caveat1

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

8205/047

Caveator

Given Name(s)	MARY
Family Name	TABONE
Given Name(s)	SAVIOUR
Family Name	TABONE

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

01/12/2017

Estate or Interest claimed

Freehold Estate

Prohibition

Absolutely



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name and Address for Service of Notice

Davis Zucco Lawyers

Address

Floor Type	LEVEL
Floor Number	1
Street Number	478
Street Name	ALBERT
Street Type	STREET
Locality	EAST MELBOURNE
State	VIC
Postcode	3002

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Executed on behalf of	MARY TABONE SAVIOUR TABONE
Signer Name	ANTHONY ZUCCO
Signer Organisation	DAVIS ZUCCO LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 MAY 2019

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ferraro & Company Pty Limited C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4285

NO PROPOSALS. As at the 14th April 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

18 COMLEY STREET, SUNSHINE NORTH 3020
CITY OF BRIMBANK

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

Date of issue: 14th April 2021

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / FERRARO & COMPANY PTY LIMITED

Your Reference: 2104213
 Certificate No: 45887384
 Issue Date: 14 APR 2021
 Enquiries: ESYSPROD

Land Address: 18 COMLEY STREET SUNSHINE NORTH VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4561149	153	11126	8205	47	\$1,272.56

Vendor: JOHN GERALD TABONE
 Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN GERALD TABONE	2021	\$295,000	\$660.40	\$0.00	\$660.40

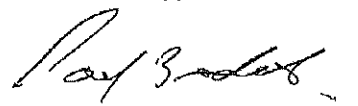
Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR JOHN GERALD TABONE	2020	\$612.16	\$0.00	\$612.16

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:	\$440,000
SITE VALUE:	\$295,000
AMOUNT PAYABLE:	\$1,272.56

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

Certificate No: 45887384

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 = \$365.00

Taxable Value = \$295,000

Calculated as \$275 plus (\$295,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 45887384

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: 45887384

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)



Your Reference: 47555835-015-8
Our Reference: 18457
Contact: Deanne Andrew
Telephone no: 9249 4603

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au

PO BOX 70
Sunshine Victoria 3020

301 Hampshire Road
Sunshine

LANDATA
GPO Box 527
MELBOURNE VIC 3001

Property Address:	18 COMLEY STREET SUNSHINE NORTH 3020
Title Information:	LOT: 153 PLN: 11126

(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
MUNICIPAL BUILDING SURVEYOR
BRIMBANK CITY COUNCIL

DATE: 19 April 2021



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.

Your Reference: 47555835-014-1
Assessment Number: 543322

Certificate Number: 96298
Issue date: 14/04/2021

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 18 COMLEY STREET SUNSHINE NORTH 3020

Title: LOT: 153 PLN: 11126
Volume No:
Folio No.
Ward: Harvester

Capital Improved Value: \$440,000
Net Annual Value: \$22,000
Site Value: \$295,000
Effective Date: 1/07/2020
Base Date: 01/01/2020

RATES CHARGES AND OTHER MONIES:

Residential Rate Levied 21/08/2020	\$884.40
Municipal Charge Date Levied 21/08/2020	\$76.48
140ltr Environmental Charge Date Levied 21/08/2020	\$389.11
Fire Service Levy Residential Charge Date Levied 21/08/2020	\$113.00
Fire Service Levy Residential Rate Date Levied 21/08/2020	\$23.76
Rate Arrears to 30/06/2020:	\$1,432.24
Interest to 14/04/2021:	\$146.54
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$3,065.53
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$3,065.53

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: 543322
Certificate Number: 96298



Bill Code: 93948
Reference No: 00000543322
Amount: \$3,065.53

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1814 8113

DATE OF ISSUE - 14/04/2021

APPLICATION NO.

937899

LANDATA COUNTER SERVICES

YOUR REF.
47555835-025-7

SOURCE NO. 99904685210

PROPERTY: 18 COMLEY STREET SUNSHINE NORTH VIC 3020

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

The sum of one thousand nine hundred and seventy nine dollars and ten 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	78.24
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	79.02
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	158.10
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	189.45
TOTAL	646.74			504.81	504.81

Service charges owing to 30/06/2020	1,332.36
Service charges owing for this financial year	504.81
Adjustments	0.00
Current amount outstanding	1,837.17
Plus remainder service charges to be billed	141.93
BALANCE including unbilled service charges	1,979.10

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 1814 8113



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1814 8113

DATE OF ISSUE - 14/04/2021

APPLICATION NO.

937899

This statement does not include any volumetric charges from 24/08/2016. 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

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1814 8113

DATE OF ISSUE - 14/04/2021

APPLICATION NO.

937899

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.



City West
Water™

Encumbrance Plan

18 COMLEY STREET SUNSHINE NORTH 3020

Application No. 937899



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 14/04/2021

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.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

735993

APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-
LANDATA
MELBOURNE

VENDOR

TABONE, JOHN GERALD

PURCHASER

N/A, N/A

REFERENCE

4285

This certificate is issued for:

LOT 153 PLAN LP11126 ALSO KNOWN AS 18 COMLEY STREET SUNSHINE NORTH
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a INDUSTRIAL 1 ZONE
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/brimbank>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

14 April 2021

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0608

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Property Report from www.land.vic.gov.au on 27 April 2021 11:56 AM

Address: 18 COMLEY STREET SUNSHINE NORTH 3020

Lot and Plan Number: Lot 153 LP11126

Standard Parcel Identifier (SPI): 153\LP11126

Local Government (Council): BRIMBANK Council Property Number: 543322

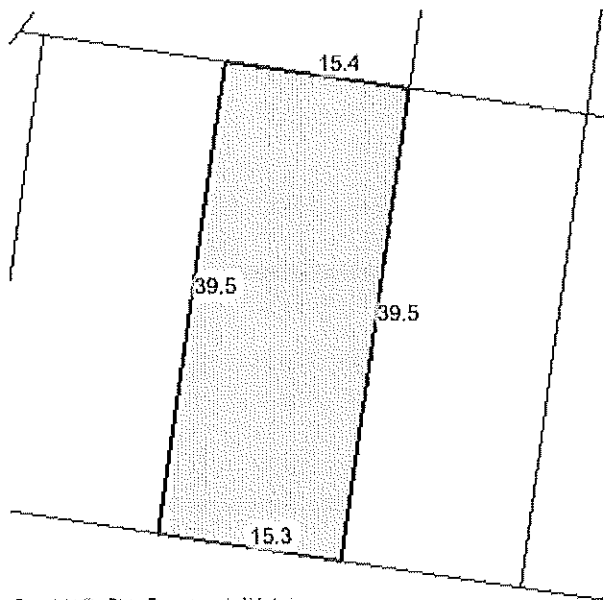
Directory Reference: Melway 26 G7

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: 605 sq. m
Perimeter: 110 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](#)

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State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: ST ALBANS

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: INDUSTRIAL 1 ZONE (IN1Z)

SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)

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](#)

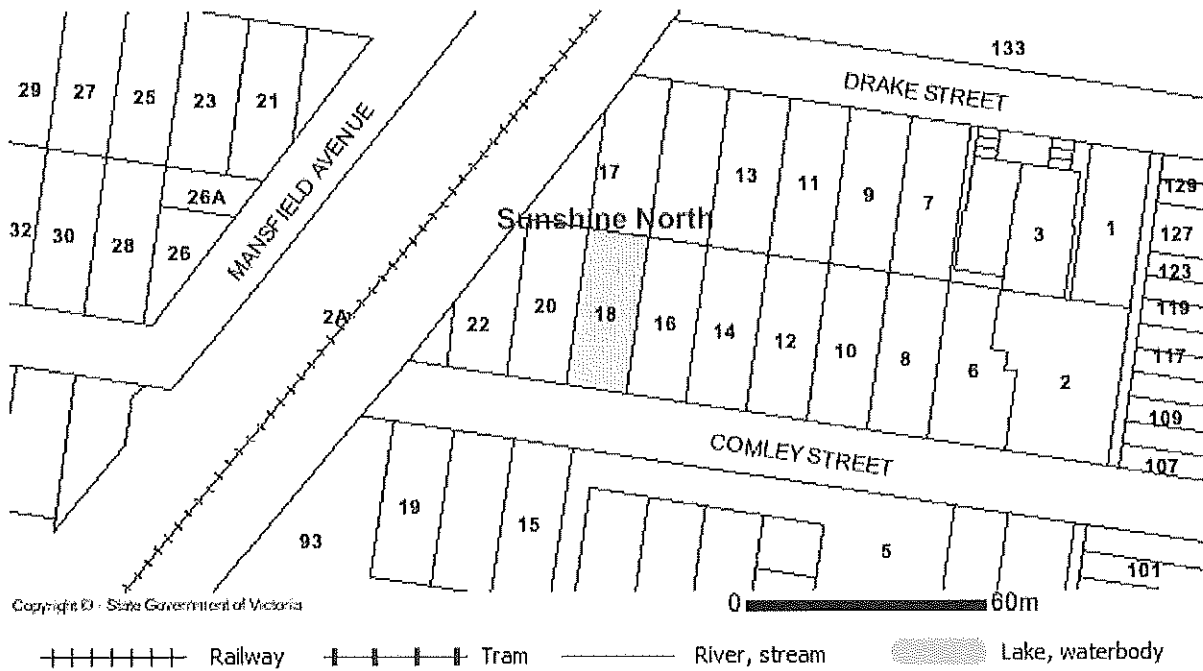
The Planning Property Report includes separate maps of zones and overlays

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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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 27 April 2021 11:56 AM

PROPERTY DETAILS

Address: **18 COMLEY STREET SUNSHINE NORTH 3020**
Lot and Plan Number: **Lot 153 LP11126**
Standard Parcel Identifier (SPI): **153\LP11126**
Local Government Area (Council): **BRIMBANK**
Council Property Number: **543322**
Planning Scheme: **Brimbank**
Directory Reference: **Melway 26 G7**

www.brimbank.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **POWERCOR**

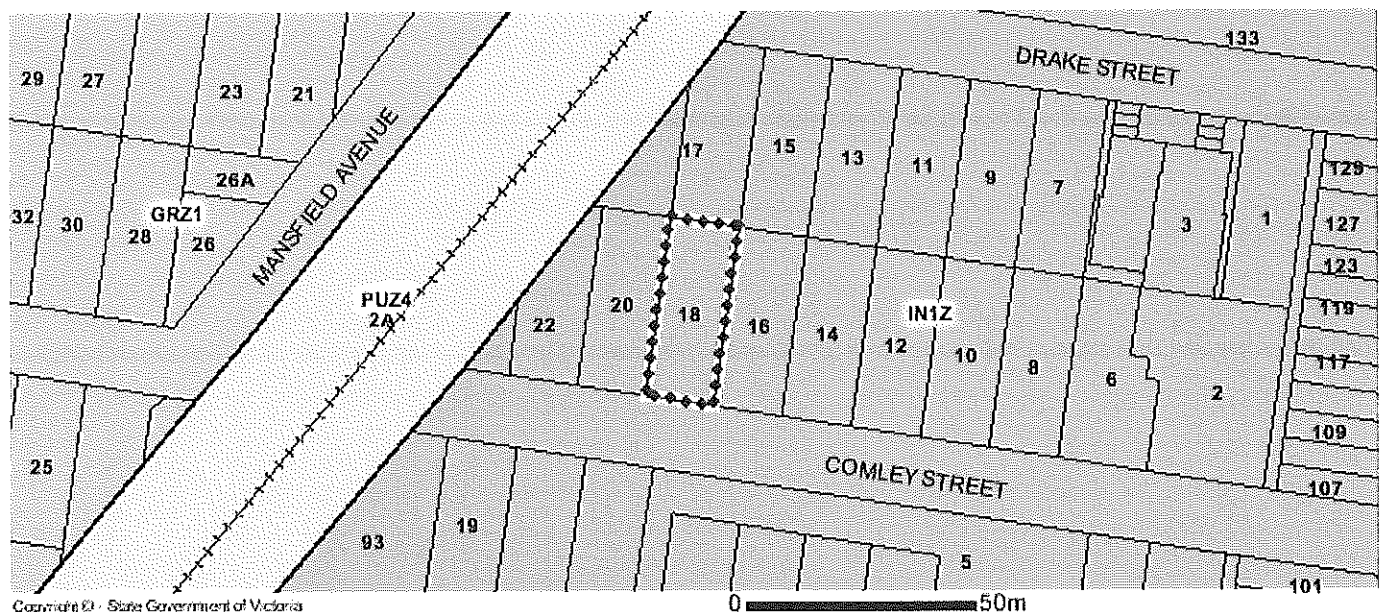
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **ST ALBANS**

Planning Zones

INDUSTRIAL 1 ZONE (IN1Z)

SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)



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GRZ - General Residential IN1Z - Industrial 1 PUZ4 - Public Use - Transport

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

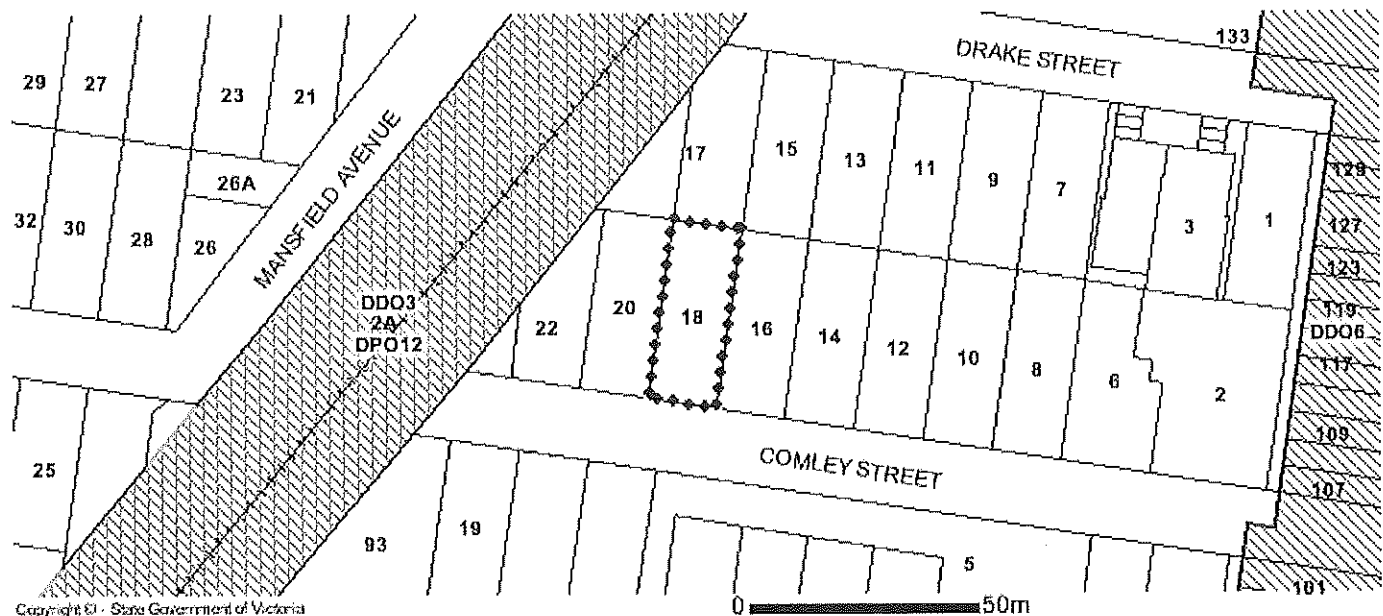
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)



 DDO - Design and Development

 DPO - Development Plan

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

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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>

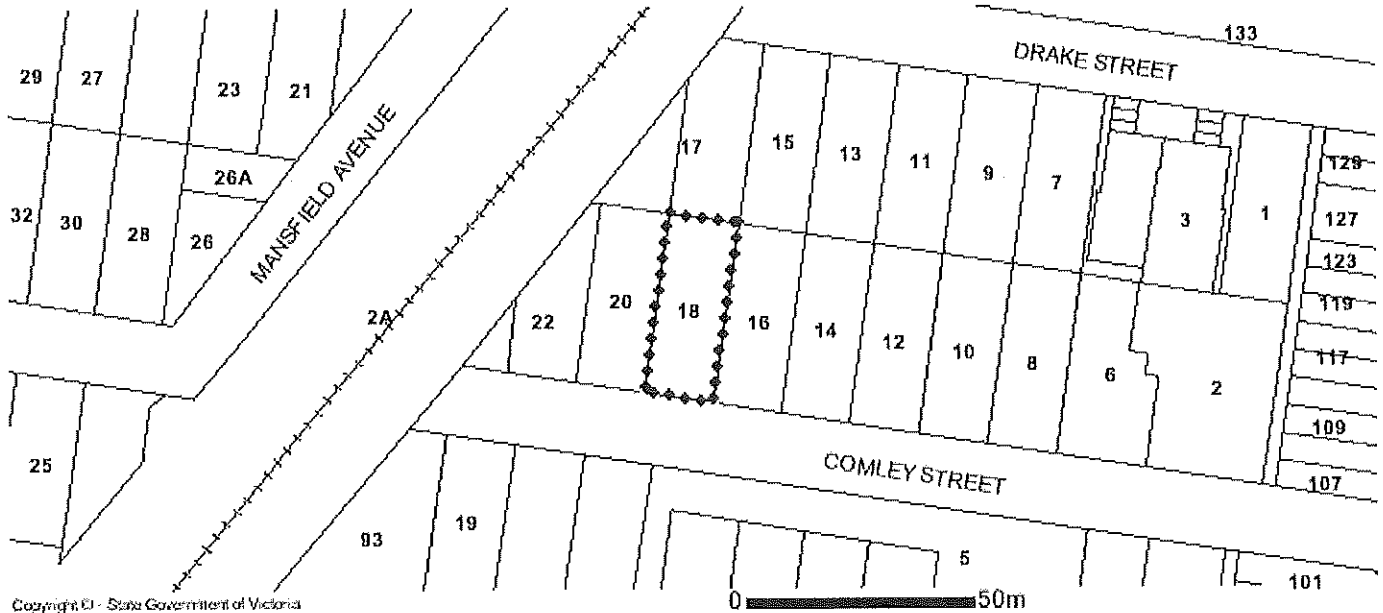
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

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>



18 COMLEY STREET, SUNSHINE NORTH VIC 3020

Matter

2104213

Council

Brimbank

21
Applications

01/08/2019
Last Update

400m
Range

Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application reports, you agree to indemnify fully InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct, your use of the Development Application product or Development Application reports.

Summary

1
1/8 Comley Street
Sunshine North, VIC

Distance 74m
 Applications 1

2
30 Dunkeld Avenue
Sunshine North, VIC

Distance 138m
 Applications 1

3
18 Cranbourne Avenue
Sunshine North, VIC

Distance 154m
 Applications 1

4
27 Dunkeld Avenue
Sunshine North, VIC

Distance 156m
 Applications 1

5
92 McIntyre Road,
Sunshine North, VIC

Distance 186m
 Applications 1

6
23 Cranbourne Avenue,
Sunshine North, VIC

Distance 197m
 Applications 1

7
40 Sanford Avenue,
Sunshine North, VIC

Distance 218m
 Applications 1

8
3 Tudor Road,
Sunshine North, VIC

Distance 237m
 Applications 1

9
7 Tudor Road
Sunshine North, VIC

Distance 239m
 Applications 1

10
19 Metherall Street
Sunshine North, VIC

Distance 242m
 Applications 2

11
136 Warwick Road
Sunshine North, VIC

Distance 245m
 Applications 1

12
6 Barwon Avenue,
Sunshine North, VIC

Distance 264m
 Applications 1

13
67 McIntyre Road
Sunshine North, VIC

Distance 265m
 Applications 1

14
113 Warwick Road
Sunshine North, VIC

Distance 337m
 Applications 1

15
12 Baynton Avenue
Sunshine North, VIC

Distance 338m
 Applications 1

16
6 Romsey Avenue
Sunshine North, VIC

Distance 360m
 Applications 1

17
33 Compton Parade
Sunshine North, VIC

Distance 361m
 Applications 1

18
36 Metherall Street
Sunshine North, VIC

Distance 361m
 Applications 1

19
49 Clayton Street
Sunshine North, VIC

Distance 370m
 Applications 1

20
53 Dunkeld Avenue
Sunshine North, VIC

Distance 381m
 Applications 1

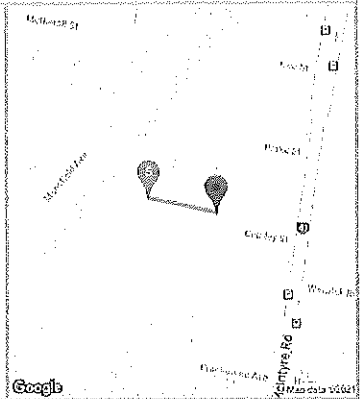
Details

1

1/8 Comley Street Sunshine North, VIC

Distance 74m

Applications 1



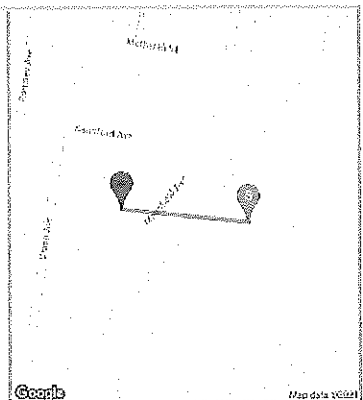
P180/2018 Use of tenancy one (1) for motor vehicle repairs and reduction to the standard car parking requirement

2

30 Dunkeld Avenue Sunshine North, VIC

Distance 138m

Applications 1



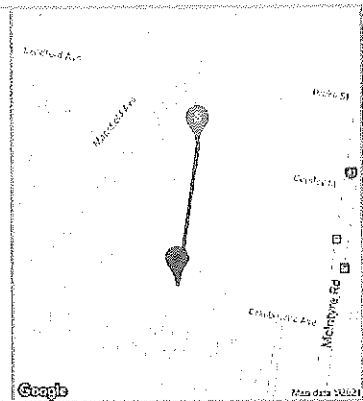
P280/2018 Construction of two (2) double storey dwellings

3

18 Cranbourne Avenue Sunshine North, VIC

Distance 154m

Applications 1



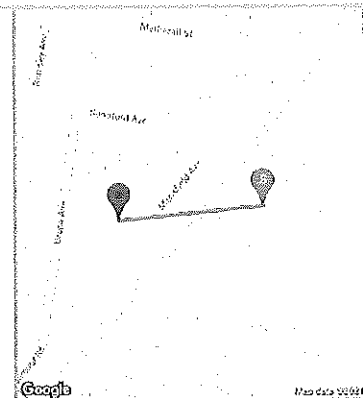
P616/2017 Alterations to the existing dwelling and construction of a single storey dwelling to the rear

4

27 Dunkeld Avenue Sunshine North, VIC

Distance 156m

Applications 1

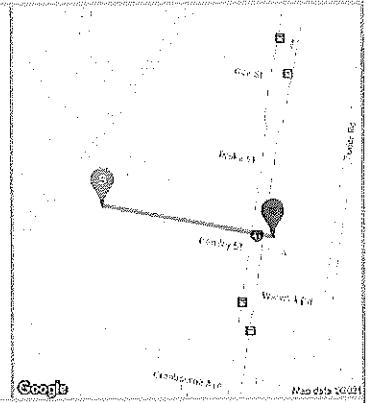


P839/2018 Construction of three (3) double storey dwellings

5

92 McIntyre Road, Sunshine North, VIC

Distance 186m
Applications 1

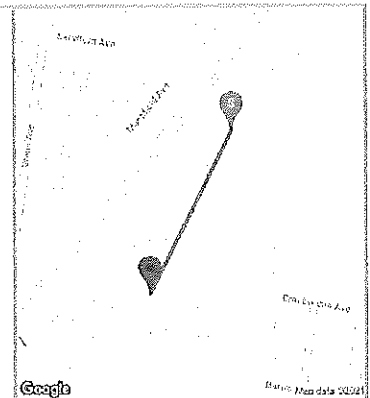


P873/2017 Construction of two (2) double storey dwellings and alteration to an existing access to a road in a road zone category 1 within a design and development overlay schedule 6

6

23 Cranbourne Avenue, Sunshine North, VIC

Distance 197m
Applications 1

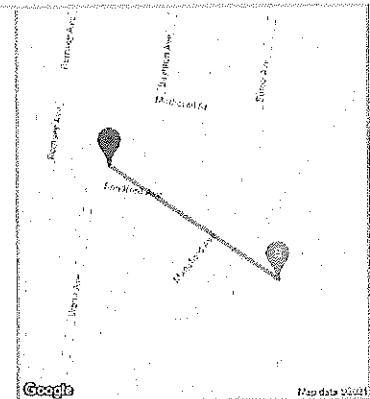


P587/2017 Construction of two (2) double storey dwellings and one single storey dwelling

7

40 Sanford Avenue, Sunshine North, VIC

Distance 218m
Applications 1

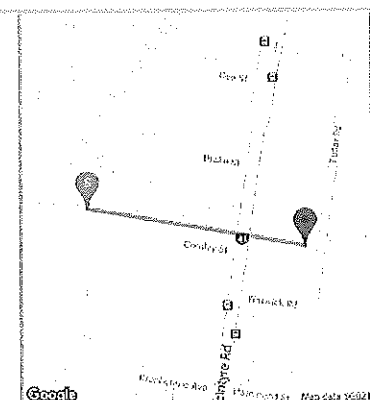


P0887/2015 Construction of additions (garage/carport) to the existing dwelling and construction of a single storey dwelling to the rear

8

3 Tudor Road, Sunshine North, VIC

Distance 237m
Applications 1



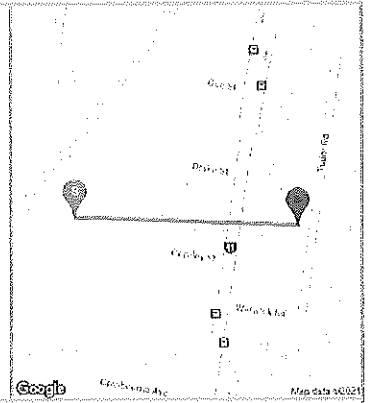
P903/2017 Construction of two (2) single storey dwellings

9

7 Tudor Road Sunshine North, VIC

Distance 239m

Applications 1



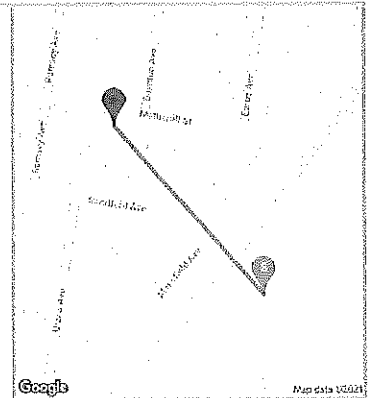
P255/2018 Construction of two (2) attached double storey dwellings

10

19 Metherall Street Sunshine North, VIC

Distance 242m

Applications 2



P829/2018 Construction of two (2) double storey dwellings to the rear of the existing dwelling

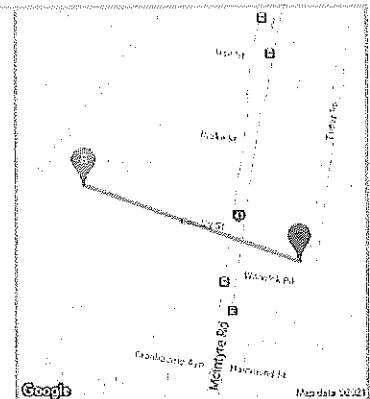
P832/2016 Construction of two (2) single storey dwellings

11

136 Warwick Road Sunshine North, VIC

Distance 245m

Applications 1



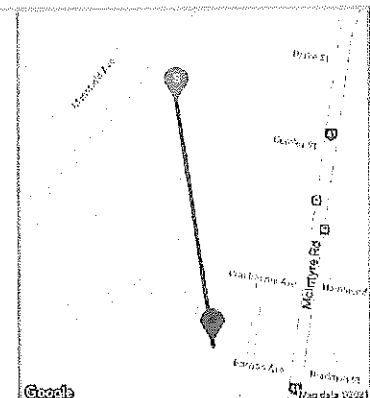
P402/2018 Construction of two (2) double storey dwellings

12

6 Barwon Avenue, Sunshine North, VIC

Distance 264m

Applications 1

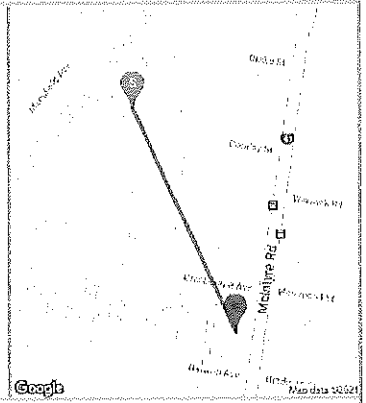


P727/2017 Construction of alterations and additions to the existing dwelling (garage) and construction of a double storey dwelling at the rear

13

67 McIntyre Road Sunshine North, VIC

Distance 265m
Applications 1

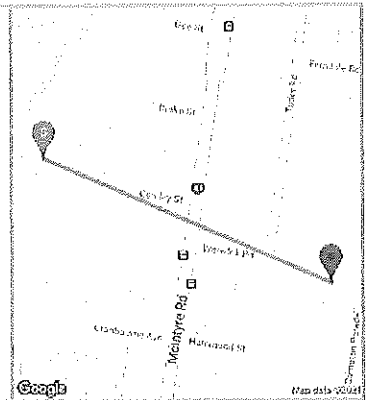


P247/2019 Use of the land for the sale and consumption of liquor pursuant to an on premises liquor license in association with a place of assembly (shisha bar)

14

113 Warwick Road Sunshine North, VIC

Distance 337m
Applications 1

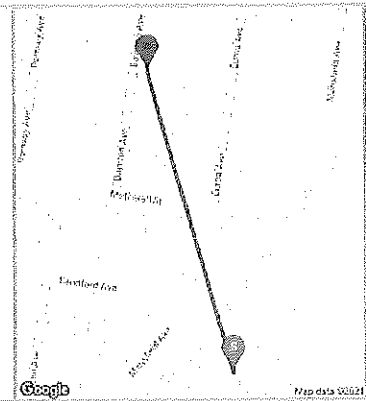


P667/2018 Construction of two (2) double storey dwellings

15

12 Baynton Avenue Sunshine North, VIC

Distance 338m
Applications 1

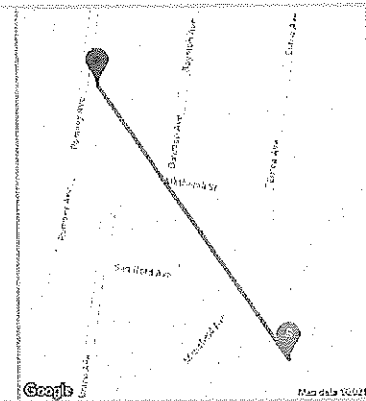


P710/2017 Construction of three double storey dwellings

16

6 Romsey Avenue Sunshine North, VIC

Distance 360m
Applications 1



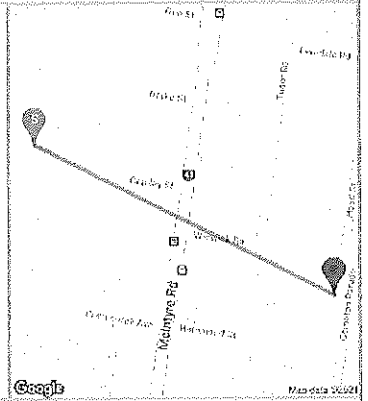
P781/2017 Construction of two (2) double storey dwellings

17

33 Compton Parade Sunshine North, VIC

Distance 361m

Applications 1



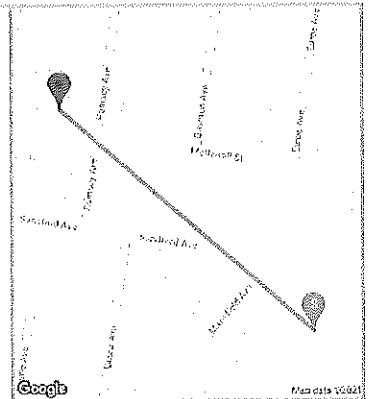
P1111/2018 Construction of a double storey dwelling on a lot less than 300sqm

18

36 Metherall Street Sunshine North, VIC

Distance 361m

Applications 1



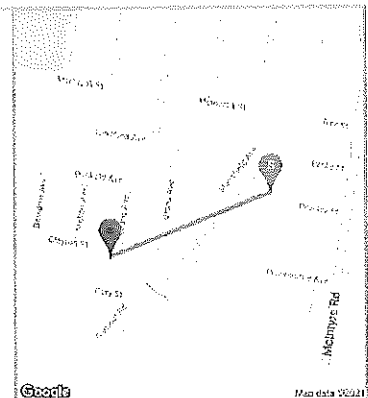
P124/2018 Construction of three (3) double storey dwellings

19

49 Clayton Street Sunshine North, VIC

Distance 370m

Applications 1



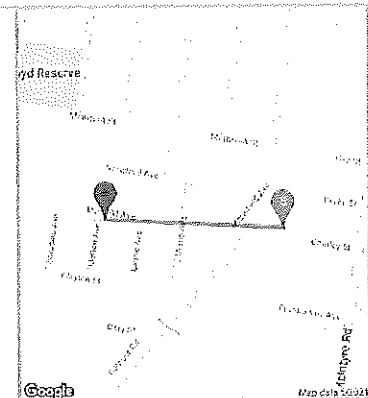
P762/2017 Construction of three (3) double storey dwellings

20

53 Dunkeld Avenue Sunshine North, VIC

Distance 381m

Applications 1



P503/2016 Buildings and works to the existing dwelling and construction of one double storey dwelling

THIS AGREEMENT is made on the date specified in the Schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in 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 of which the first instalment is payable on the date specified in item 7 of the schedule and payable by the TENANT to the party specified in item 8 in the schedule.

BOND

The TENANT shall pay a BOND of the amount specified in item 9 of the schedule to the LANDLORD/AGENT on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND.

OR

FIXED 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 ENDING on the date specified in item 13 in the schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

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.

1. CONDITION OF PREMISES

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

2. DAMAGE TO THE PREMISES

The TENANT shall make sure that care is taken to avoid damaging the premises.
The TENANT must take reasonable care to avoid damaging the premises and any common areas.
The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

3. CLEANLINESS OF THE PREMISES

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. The TENANT shall keep the premises in a reasonably clean condition during the period of Agreement.

4. USE OF 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 manner as to cause a nuisance or cause interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

5. QUIET ENJOYMENT

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

Tenants BC AC

35. PRIOR TERMINATION OF LEASE

Should the TENANT find it necessary to vacate the premises prior to the expiry date of the lease he/she will:

- (a) Immediately inform their property manager of their desire to do so and ask them to find an acceptable person/persons willing to lease the property.
- (b) Reimburse the LANDLORD a letting fee, being 3% of the annual rent, any loss of rent incurred and pay all reasonable advertising costs incurred in obtaining a new tenant.
- (c) Continue maintaining the said premises and pay rental in accordance with the lease until the commencement of the following tenancy.
- (d) Leave the premises in a clean and undamaged state.
- (e) The property is let subject to the LANDLORD'S approval and to the present occupant giving up possession.

36. The TENANT agrees to pay for all glass broken or cracked during the tenancy.

37. The TENANT agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.

38. The TENANT agrees to refrain from ironing on the floor as any subsequent burns to floor coverings must be rectified at the TENANT'S expense.

39. If a tradesperson is required to attend the property to attend to maintenance the TENANT agrees to provide access either personally or through arrangements with our office, (this appointment will be scheduled between 8am and 6pm Monday to Friday) if the TENANT fails to keep the appointment time, the TENANT will pay the service call to the tradesperson.

40. If a tradesperson carries out any repair work that has been caused by the TENANT negligence then cost of such repair will be paid by the TENANT.

41. The TENANT acknowledges that all correspondence received at the property which does not relate to you being the TENANT, is forwarded promptly to us the AGENT for our attention. The TENANT acknowledges that it is their responsible to redirect his/her mail at the end of the Tenancy

42. KEYS

The TENANT acknowledges having received from the LANDLORD/AGENT keys to the premises. In the event of the TENANT requiring entry due to a lost key or the like IT SHALL BE THE LESSEE'S RESPONSIBILITY TO MAKE ALL NECESSARY ARRANGEMENTS AND TO PAY ALL COSTS INCURRED IN GAINING RE-ENTRY. For assistance after hours it is suggested a locksmith be contacted (refer Yellow Pages Directory).

The TENANT hereby agrees to return all keys belonging to the premises to the office of Lease a Property located at 2/140 Victoria Street Seddon by the end of business hours on the day of vacation and shall continue to pay rental pursuant to the agreement until the keys are returned. It will remain the TENANT'S responsibility upon the termination of the agreement to deliver the keys to the AGENT'S office and to continue paying rent until such time as the keys are delivered to the office of Lease a Property

The LANDLORD acknowledges the TENANTS right to change the locks at the rental property provided 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.

To ensure total security, it is our recommendation that the barrels in all locks be replaced at the cost of the TENANT.

43. The TENANT agrees to have the property professionally cleaned throughout upon vacating and to provide a receipt for the same, provided that the property was professionally cleaned prior to the tenancy.

44. CONTENTS INSURANCE

It is NOT YOUR LANDLORDS responsibility to insure your possessions. To protect yourself against burglary, theft, fire, water, accidental damage etc. We recommend seeking advice from an insurance company.

45. The TENANT shall have the right in common with other occupiers of the building to use the laundry and clothes drying facilities where provided, and shall at all times leave them in a clean and tidy condition.

Tenants

BC AC

46. PARKING

The Tenant hereby agrees to park in the area designated for his/her property, and not to park on the driveway or any grassed area (including the nature strip) or in any manner which will inconvenience any other resident. If there is no allocated parking for a vehicle, or a second vehicle, that vehicle must be parked on the street. All visitors must either park in a designated: visitors: area (if any) or on the street.

47. The TENANT hereby acknowledges having inspected the said premises prior to the commencement of this tenancy.

48. HOUSEHOLD SOLID WASTE NOT TO BE PLACED IN SINKS, TOILET OR DRAINS – The TENANT acknowledges and clearly understands that under no circumstances will he/she place any cooking oil, food or household waste of any type into a sink, toilet or drain due to the risk of blocking the sinks, toilet or drains. The TENANT accepts full responsibility and will pay for clearing any blocked pipes or other plumbing which result due to incorrect disposal of household waste and personal hygiene waste products other than natural causes or fair wear and tear.

49. Rental payments forwarded by mail in the form of cheques will be receipted, but receipts will not be sent unless accompanied by a stamped self-addressed envelope.

50. The TENANT hereby agrees NOT to place plants in pots on any carpeted area within the premises.

51. In the event where the TENANT'S personal cheque is returned by the bank for any reason, the tenant shall agree to pay ALL bank fees or charges brought about by their actions and that all future rental payments are to be made in CASH or BANK CHEQUE.

52. The TENANT hereby agrees NOT to leave appliances, which use water, operating when away from the property.

53. BOND LODGEMENT. The TENANT acknowledges that the bond paid under this tenancy agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the centralised Bond Authority.

54. BOND REFUND. 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.

55. FIXED TERM TENANCY NOTICE

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.

56. SUB-LETTING – 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 immediately reported to the AGENT.

57. PREMISES CONDITION REPORT

The TENANT acknowledges that the commencement of this tenancy the condition of the premises is accurately detailed in the Premises Condition Report – a copy of which he/she admits to having received at the commencement of this tenancy. Upon the termination of tenancy the tenant shall thoroughly clean the said premises, including walls and ceilings, all fixtures and fittings, furniture furnishings alike, shampooing carpets and shall repair any damage whatsoever suffered to the premises as a result of use by the TENANT and shall deliver up the premises in a like condition as stated in the Premises Condition Report herein before referred to (fair wear and tear expected).

The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after entering 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 this tenancy.

58. VACATING – The TENANT shall allow the LANDLORD/AGENT access to the property during the 28 days notice period prior to vacating to allow any future potential tenants to view the property in which they are occupying. This is subject to the LANDLORD/AGENT giving 24 hours notice to the TENANT.

59. PRINCIPAL PLACE OF RESIDENCE

Where the property was previously the landlord Principal Place Of Residence, The tenant/s acknowledge that immediately before the agreement was entered into, the rented premises were the landlord's principal place of residence; and the landlord may resume occupancy of the premises on termination of the tenancy agreement.

Tenants

BC AC

60. In the event of a swimming pool being at the said premises, the Tenants acknowledge that it shall be their responsibility to maintain the up keeping of the swimming pool during the tenancy, the TENANT or invitees of the TENANT to pay or reimburse the LANDLORD for the cost of repairing all such damage caused or incurred as a consequence of such negligent use, misuse, waste or abuse by the tenant or tenants invitees to the swimming pool other than fair wear and tear.

61. OPEN FIRE PLACE

The Tenant acknowledges that the open fire place(s) are not to be used/lit throughout the term of the tenancy.

62. VERMIN/PESTS

Mice, cockroaches, ants, rats etc are not attracted to vacant properties. The tenant acknowledges and accepts that lack of cleanliness attracts pests and will make an effort to keep the premises in a clean and hygienic state to deter. It's the tenant's responsibility to utilise sprays, baits, traps etc or engage a pest controller at their expense.

63. WASHING MACHINES, DISHWASHERS, DISHWASHERS AND OTHER APPLIANCES LEFT UNATTENDED

Damage, flooding etc. caused by dishwashers, washing machines or other appliances left operating whilst in attendance is the tenants liability. You cannot rely on machines not becoming faulty during operation and the landlord cannot be held responsible for lack of supervision.

64. GENERAL RESPONSIBILITIES

During your tenancy you are responsible for the upkeep and maintenance of the property. This would include:- A. tending the garden B. replacing light globes C. ensuring condensation does not build up in problem areas (e.g. bathroom) D. advising managing agent of maintenance problems immediately. E. all rubbish must be placed in bins and recycle items in bin (otherwise Council won't collect it) and placed out for collection weekly. F. tenants to park in their designed car parking areas etc.

65. DEFENCE FORCES CLAUSE

For service reasons or in the event of the TENANT being posted away from the area in the course of his/her employment (or accepting accommodation provided by the Australian Defence Force), it is hereby agreed and declared that the agreement hereby created can be terminated by the tenant giving to the LANDLORD or his/her agent one month's notice in writing of such termination. Immediately after expiration of the said notice this agreement and all rights, liabilities and obligations there under shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant or condition herein contained. The amount of rent to be paid is to be calculated on a proportional basis up to the date on which the said notice expires.

66. APPLICATIONS FOR TENANCY AND MANAGEMENT OF PROPERTY PRIVACY ACT (COMMONWEALTH) 1988

COLLECTION NOTICE - The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application and to manage the tenancy. The personal information collected about the Applicant may be disclosed, by use of the internet or otherwise, to other parties, including media organizations, the landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd. (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website, www.reiv.com.au and the privacy policy of realestateview can be viewed at www.realestateview.com.au The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act. If the Applicant would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. The Applicant can also correct this information if it is inaccurate, incomplete or out of date.

The TENANT/S also acknowledge and have read all of the above 66 conditions.

TENANT 1 ARL _____

TENANT 2 Andrew Collier _____

TENANT 3 _____

WITNESS _____

RESIDENTIAL TENANCIES AGREEMENT SCHEDULE

- Item 1 | DATE OF AGREEMENT 29TH July 2015
- Item 2 | LANDLORD John Tabone
- Item 3 | AGENT Registered Business Name | Lease a Property
Address | 2/140 Victoria Street Seddon
T | 13 000 TO LEASE F | 9687 0494 E | marc@leaseaproperly.com.au
- Item 4 | TENANT 1 Benjamin Collins previously of 9371 New England Hwy Cabarlah QLD
- TENANT 2 Andrew Collins previously of 9371 New England Hwy Cabarlah QLD
- Item 5 | PREMISES 18 COMLEY STREET SUNSHINE NORTH
Including chattels (attach inventory if necessary)
- Items 6 | RENTAL \$1300.00 Calendar Month payable on the 20TH day of every month in advance.
From the termination date the rent will be increased to \$ per Calendar Month
- Item 7 | COMMENCING ON 20TH day of AUGUST 2016
- Item 8 | RENTAL PAYMENTS TO LANDLORD/AGENT AT - are to be paid monthly in advance using the following methods....
Money transfer into Bendigo Bank BSB 633000 ACC No. 147858872 You MUST use the Ref COM 18 or
by EFTPOS at 2/140 Victoria Street Seddon Vic 3011
- Item 9 | BOND \$1278.00 where there is more than one tenant the amounts each contributed are listed here:
- Item 10 | AUTHORISED URGENT REPAIRS \$ CONTACT AGENT ON 13 000 TO LEASE

Urgent repairs | Refer to Landlord and Tenants Statement of Rights and Duties

***FIXED TERM AGREEMENT**

- Item 11 | TWELVE (12) MONTHS
- Item 12 | COMMENCEMENT DATE 20TH AUGUST 2016
- Item 13 | TERMINATION DATE 19TH AUGUST 2017

OR ("Delete where applicable)

***PERIODIC TENANCY**
SIGNED by the Landlord _____ for Lease a Property

In the presence of _____ [witness]

SIGNED by the Tenant ARC Andrew Collins _____

In the presence of _____ [witness]

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 37 AND SECTION 38 OF THE RESIDENTIAL TENANCIES ACT, 1997. Guarantee: To the within name Landlord

I/We of _____

HEREBY GUARANTEE the punctual performance by the within named tenant of all the terms and conditions and covenants contained in the above AGREEMENT. You may without affecting my/our ability under this AGREEMENT grant time to other concession to or compromise with the TENANT and this Guarantee shall be continuing Guarantee in all respects.

SIGNED, SEALED & DELIVERED
By the Guarantor _____ in the presence of _____

The TENANT/S hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement with the provisions of the Residential Tenancies Act 1997.

Tenant/s Signature ARC Andrew Collins _____

ATTACHED TO CONDITION REPORT

RESIDENTIAL PREMISES CONDITION REPORTS

PRIVACY ACT 1988 COLLECTION NOTICE


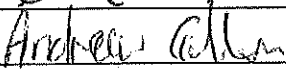
Personal information collected by us through this report is necessary to manage the tenancy. The information collected in this report may be disclosed to other parties as permitted by the Privacy Act 1988 including the landlord, trades people, financial institutions, other agents, third party operators of tenancy reference databases and other third parties as required by law.

Information already held on tenancy reference databases may also be disclosed to us. We, the agent, may also disclose information to other parties on the internet.

If you would like to access your personal information held by us, you can do so by contacting us using the details provided below.

You can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, we may not be able to manage the tenancy effectively.

I/We hereby acknowledge and agree with the above statement.

TENANT 1	<u></u>	_____
TENANT 2	<u></u>	_____
TENANT 3	_____	_____
TENANT 4	_____	_____

WITNESS _____

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)