



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 Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: 33 Essex Street, Sunshine North VIC 3020

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

- The terms of this contract are contained in the –
- particulars of sale; and
 - special conditions, if any; and
 - general conditions in that order of priority.

SIGNING OF THIS CONTRACT

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

- Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
 - copy of the full terms of this contract.

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

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

SIGNED BY THE PURCHASER(S):
..... on/...../20.....

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR(S):
..... on/...../20.....

Print name(s) of person(s) signing: Jeannette Ann Connolly.....

State nature of authority, if applicable: as the executrix of the estate of Thelma Jean Connolly.....

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

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

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

- EXCEPTIONS:** the 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
 - the property is used primarily for industrial or commercial purposes;
 - the property is more than 20 hectares in size and is used primarily for farming;
 - 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.

This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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 the contract of sale payable under the contract of sale, up to 10 per cent of the purchase price

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

Particulars of sale

Vendor's estate agent

Name: Bells Real Estate Attn: Martin Artigas
 Address: 14 Devonshire Road, Sunshine Vic 3020
 Email: martin@bellsrealestate.com.au
 Tel: 03 9300 9000 Mob: 0407 808 932 Fax: (03) 9312 5895 Ref:

Vendor

Name: Jeannette Ann Connolly as the executrix of the estate of Thelma Jean Connolly
 Address: c/o R.B. Legal, Level 3, 250 Queen Street, Melbourne, Victoria 3000
 ABN/ ACN:
 Email:

Vendor's legal practitioner or conveyancer

Name: R.B Legal
 Address: Level 3, 250 Queen Street, Melbourne, Victoria 3000
 Email: Themis@rbl.com.au Jonathan@rbl.com.au Abdul@rbl.com.au
 Tel: (03) 9101 1200 Fax: (03) 9101 1299 Ref: 221224

Purchaser

Name:
 Address:
 ABN/ACN:
 Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9) The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 07923 Folio 186	11	PS020023
Volume N/A Folio N/A	N/A	PS N/A

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 33 Essex Street, Sunshine North VIC 3020

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings, window furnishings and all others fixtures and fittings of a permanent nature (as inspected).

Payment (general condition 11)

Price \$

Deposit \$..... by/...../..... (of which \$has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

N/A

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

N/A

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

N/A

Settlement (general condition 10)

Is due on/...../20.....

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

N/A

If '**subject to lease**' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on/..... /20.....
OR

*periodic residential tenancy agreement determinable by notice
OR

*lease for a term ending on..... /..... /20..... with [.....] options to renew, each of [.....] years.

Terms contract (general condition 23)

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

N/A

Loan (general condition 14)

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

Lender:

Loan amount: \$..... Approval Date:/...../ 20.....

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

special conditions



Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c etc.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

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.

Special condition 2 – Electronic conveyancing

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked “EC”.

EC

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 3 - Auction

- 3.1 The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out on the attached Schedule 1 to the *Sale of Land Regulations 2005* or any rules prescribed by regulation that modify or replace those Rules.
- 3.2 The successful bidder shall within fifteen (15) minutes of his or her bid being accepted execute this Contract and pay a deposit of 10%. If at the expiration of fifteen minutes after the fall of the hammer, the highest bidder shall have failed to pay the deposit or sign the Contract, the Vendor may thereupon or at any time thereafter at the Vendor's option, sell the said land either by auction or by private treaty to any other person or persons and the original highest bidder shall have no right of action against the Vendor or the Vendor's agents and shall not be entitled to call for a Contract of Sale in respect of the said land and shall have no interest legal or equitable in the said land and shall be liable to pay to the Vendor on demand any deficiency in price on such resale together with the costs of such re-sale.

SCHEDULE 1

Sale of Land Regulations 2005

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

Special Condition 4 – Entire agreement

The Contract sets out all the terms and conditions of this sale and any promise, condition, representation or warranty relating to or leading up to this transaction which is not set out or expressly referred herein and which may have been made to the Vendor or any person on behalf of the Vendor is expressly withdrawn. The Purchaser is not entitled to rely on any conditions, warranties or other terms affecting this Contract other than those embodied in this Contract, nor can the Purchaser rely on any representations made by the Vendor or the Vendor's agents except such as are made written conditions of this Contract. The Purchaser acknowledges that there are no other contracts, agreements or collateral warranty substituting at the time of signing this Contract, which relates to the land hereby sold or the purchaser hereof by the Purchaser. This condition shall endure for the benefit of the Vendor's Licenced Estate Agents and their servants, agents and employees.

Special Condition 6 – Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not be entitled to any compensation from the Vendor in respect thereof.

Special Condition 7 – Building and goods

The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

Special Condition 8 – Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and 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.

Special Condition 9 – Delivery of transfer

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 27. As a result of a default under this Special Condition, the Purchaser agrees that they will pay the reasonable cost of \$110.00 (inclusive of GST) and the courier fee in delivering the Transfer of Land to the Vendor.

Special Condition 10 – Failure to settle

The failure to settle pursuant to General Condition 10.3 shall be a default under this contract pursuant to General Condition 27.

Special Condition 11– Property certificates

The Purchaser agrees to provide a copy of all certificates obtained by them and complete any adjustments. At the time that the Purchaser or their representative makes submission of the adjustments to the Vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the Purchasers' representative in order to verify the information allowed for in such adjustments. These certificates will be provided to the Vendors' representative at the time of submission of the adjustments. The Vendor will not be obliged to provide cheque details till this condition has been complied with. The Purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the Purchaser will forfeit any ability to re adjust, after settlement has been completed. This condition will not merge on settlement.

Special Condition 12– Purchaser resident of Australia

Unless confirmed in writing to the Vendor, the Purchaser warrants that he is entitled to be a resident of Australia and agrees to indemnify the Vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

Special Condition 13 – Bank cheques

Cash, Cheques drawn on a Bank or the electronic transfer in the form of cleared funds shall be the only legal tender acceptable at the settlement and the word "Bank" shall be substituted for the words "an authorized deposit taking institution" in General Condition 11.4 (b).

Special Condition 14 - GST withholding

- 14.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.
- 14.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 14.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
 - a. complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
 - b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
 - c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner. 1.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 14.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 14.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 14.7. In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

Special Condition 15 – 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 the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, 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. This Special condition cannot in any circumstances whatsoever be waived, varied, altered or amended in any way whatsoever, without the written signed and witnessed informed consent of the Vendor.

Special Condition 16 – Payment of monies due

The Purchaser irrevocably agrees that the Vendor's Representative set out in this contract, has the authority to give directions as to the payment of any monies due to the Vendor under the contract without any further specific signed authority from the Vendor. The Purchaser may not refuse to settle in the absence of any such authority. Any such refusal shall be a breach of the contract and the Purchaser shall be liable to pay interest, all other expenses and the Vendor's foreseeable loss provided for under this contract in the event of any delay in the settlement due to the Purchasers default.

Special Condition 17 – Stamp duty

If the Vendor or his agent has provided an estimate of the amount of stamp duty payable by the Purchaser, the Vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the Purchaser.

Special Condition 18 – Stamp duty with more than one Purchaser

(a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions").

Name:		_____	%	
Name:		_____	%	
TOTAL			100%	

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the Purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

Special Condition 19 – Interpretation and amendment of General Condition 25

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate and in the General Condition 25 the word " Purchaser" shall be substituted for the word "party".

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of 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.

- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is 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
- (c) if 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.

- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (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.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

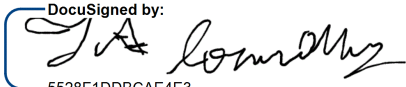
Words in *italics* are generally for instruction or information only.
 Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.
 Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.
 Additional information may be added to section 13 where there is insufficient space.

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 33 Essex Street, Sunshine North VIC 3020

Vendor's name Jeannette Ann Connolly as the executrix of the estate of Thelma Jean Connolly

Vendor's signature

DocuSigned by:  5528F1DDBCAE4E3...	Date: 15/10/2021
---	----------------------------

Vendor's name

Vendor's signature **Date:**

Purchaser's name

Purchaser's signature **Date:**

Purchaser's name

Purchaser's signature **Date:**

Important information

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1. FINANCIAL MATTERS

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

(a) *Their total does not exceed:

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are

	Authority	Amount	Interest (if any)
(1)		(1)	(1)
(2)		(2)	(2)
(3)		(3)	(3)
(4)		(4)	(4)

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

\$

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

	to	
--	----	--

Other particulars (including dates and times of payments):

None, to the Vendor's knowledge.

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

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.

(a) *Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b) *Particulars of any required insurance under the Building Act 1993 are as follows

Name of insurance company:	
Policy no:	Expiry date:

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

OR

*Is as follows:

--

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

--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

*The land is in a designated bushfire prone area within the meaning of regulations made under 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.

OR

*The required specified information is as follows:

- (a) Name of planning scheme:
- (b) Name of responsible authority:
- (c) Zoning of the land:
- (d) Name of planning overlay:

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:

*Are contained in the attached certificates and/or statements.

OR

*Are as follows:

None, to the Vendor's knowledge.

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:

None, to the Vendor's knowledge.

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:

None, to the Vendor's knowledge.

5. BUILDING PERMITS

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

*Are contained in the attached certificate.

OR

*Are as follows:

None, to the Vendor's knowledge.

6. OWNERS CORPORATION

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

- 6.1 *Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.
- OR
- 6.2 * Attached is the information prescribed for the purposes of action 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- OR
- 6.3 *The owners corporation is an inactive owners corporation.²

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

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

7.1 Work-in-Kind Agreement

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

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”.

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 *(a) **Registered Title**

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

OR

*(b) **General Law Title**

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

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

(a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

(b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

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

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

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

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

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.

(a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

(b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 disclosed area affected area of a building as defined by *Building Energy Efficiency Disclosure Act 2010* (Cth)

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

*Are contained in the attached building energy efficiency certificate.
OR

*Are as follows:

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "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 07923 FOLIO 186

Security no : 124091683434W
Produced 06/08/2021 04:05 PM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 020023.
PARENT TITLE Volume 06423 Folio 563
Created by instrument 2533176 11/12/1952

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JEANETTE ANN CONNOLLY of 33 ESSEX STREET SUNSHINE NORTH VIC 3020 Executor(s)
of THELMA JEAN CONNOLLY deceased
AU093131Q 01/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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 LP020023 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AU380118G (E)	WITHDRAWAL OF CAVEAT Registered	25/05/2021

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

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

Street Address: 33 ESSEX STREET SUNSHINE NORTH VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 17415X R B LEGAL PTY LTD
Effective from 01/03/2021

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP020023
Number of Pages (excluding this cover sheet)	2
Document Assembled	06/08/2021 16:10

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

PART OF CROWN SECTION 19
PARISH OF CUT PAW PAW
COUNTY OF BOURKE

VOL. 6423 FOL 563

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

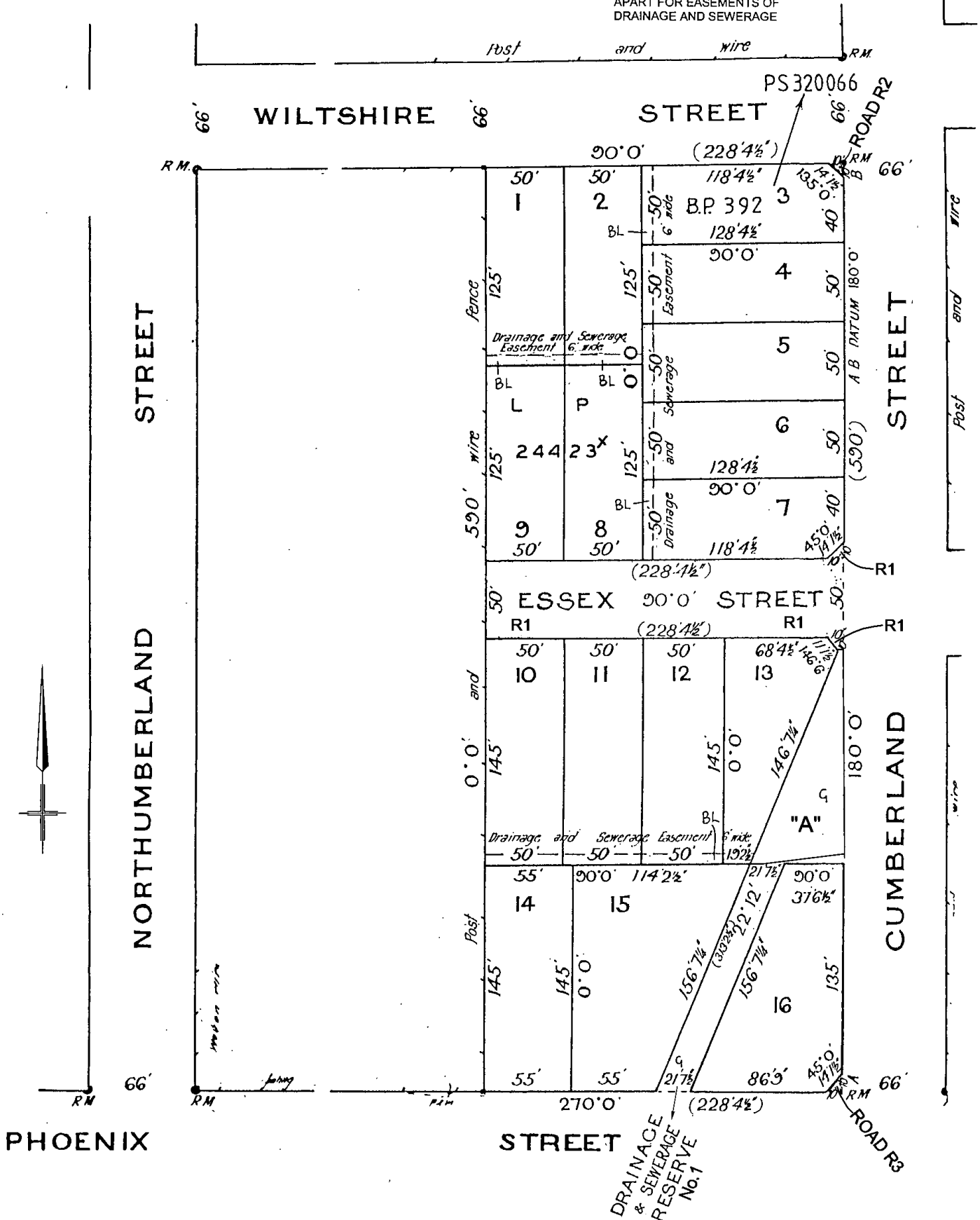
COLOUR CODE

BL=BLUE G=GREEN
R1,R2 & R3 = BROWN

APPROPRIATIONS

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE

THE LAND COLOURED BLUE
and GREEN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE



**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.**

Property Report

from www.land.vic.gov.au on 09 August 2021 04:23 PM

Address: 33 ESSEX STREET SUNSHINE NORTH 3020

Lot and Plan Number: Lot 11 LP20023

Standard Parcel Identifier (SPI): 11\LP20023

Local Government (Council): BRIMBANK **Council Property Number:** 581686

Directory Reference: Melway 26 K10

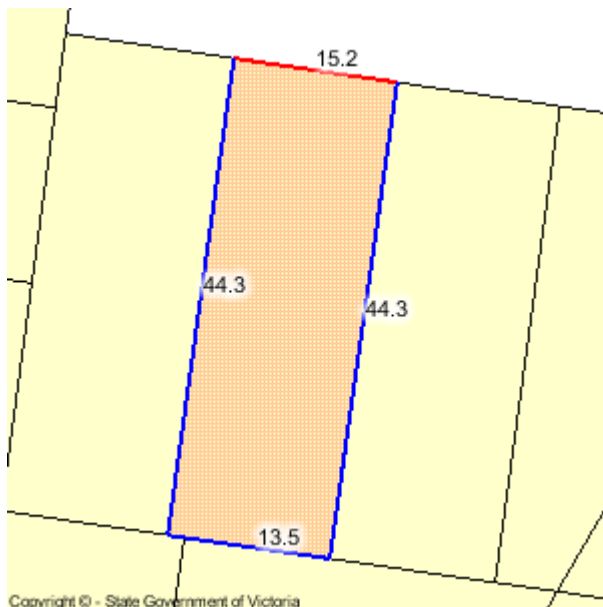
This property is not in a designated bushfire prone area.

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: 670 sq. m

Perimeter: 119 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.

1 dimension shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 4 August 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

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

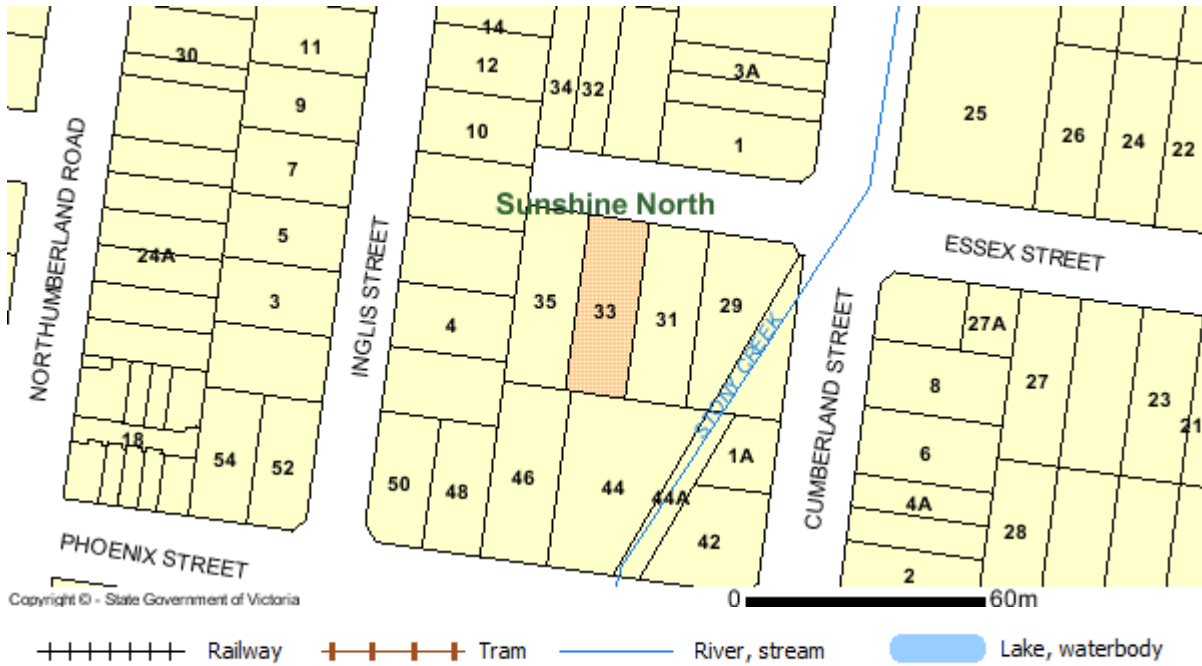
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

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Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 09 August 2021 04:23 PM

PROPERTY DETAILS

Address: **33 ESSEX STREET SUNSHINE NORTH 3020**
 Lot and Plan Number: **Lot 11 LP20023**
 Standard Parcel Identifier (SPI): **11\LP20023**
 Local Government Area (Council): **BRIMBANK**
 Council Property Number: **581686**
 Planning Scheme: **Brimbank**
 Directory Reference: **Melway 26 K10**

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

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



 C1Z - Commercial 1

 GRZ - General Residential

 RGZ - Residential Growth

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

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

PLANNING PROPERTY REPORT

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



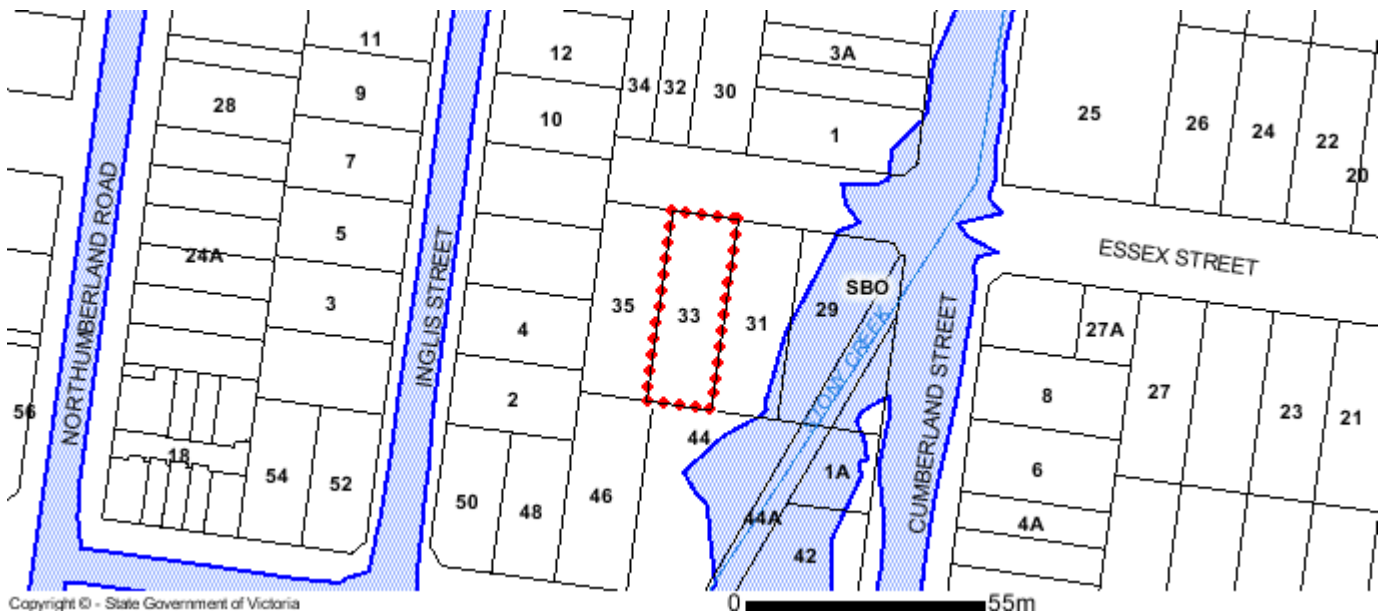
DCPO - Development Contributions Plan

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



SBO - Special Building

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

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PLANNING PROPERTY REPORT

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If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



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 Aboriginal Heritage

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 4 August 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

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

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

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

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

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

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

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

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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 2021 to 30 June 2022.

Your Reference: 52273617-011-1
Assessment Number: 581686

Certificate Number: 98347
Issue date: 09/08/2021

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 33 ESSEX STREET SUNSHINE NORTH 3020

Title: LOT: 11 PLN: 20023
Volume No:
Folio No.
Ward: Harvester

Capital Improved Value: \$680,000
Net Annual Value: \$34,000
Site Value: \$680,000
Effective Date: 1/07/2021
Base Date: 01/01/2021

RATES CHARGES AND OTHER MONIES:

Residential	\$1,370.88
Municipal Charge	\$77.63
140ltr Environmental Charge	\$304.30
Public Amenities Cleansing Levy	\$87.60
Fire Service Levy Residential Charge	\$114.00
Fire Service Levy Residential Rate	\$40.12
Rate Arrears to 30/06/2021:	\$0.00
Interest to 17/01/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$1,994.53
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$1,994.53

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: 581686
Certificate Number: 98347



Biller Code: 93948
Reference No: 00000581686
Amount: \$1,994.53

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



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

REFERENCE NO.

1215 0267 0108

DATE OF ISSUE - 6/08/2021

APPLICATION NO.

969365

LANDATA COUNTER SERVICES

YOUR REF.

52273617-021-0

SOURCE NO. 99904685210

PROPERTY: 33 ESSEX STREET SUNSHINE NORTH VIC 3020

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

The sum of six hundred and fifteen dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/06/2021	0.00	0.00
PARKS SERVICE CHARGES	80.20	Annually	30/06/2021	0.00	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/06/2021	0.00	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/06/2021	0.00	0.00
TOTAL	615.88			0.00	0.00

Service charges owing to 30/06/2021	0.00
-------------------------------------	------

Service charges owing for this financial year	0.00
---	------

Volumetric charges owing to 24/05/2021.	0.00
---	------

Adjustments	0.00
-------------	------

Current amount outstanding	0.00
-----------------------------------	-------------

Plus remainder service charges to be billed	615.88
---	--------

BALANCE including unbilled service charges	615.88
---	---------------

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 0267 0108



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1215 0267 0108

DATE OF ISSUE - 6/08/2021

APPLICATION NO.

969365

Please note the water meter on this property was last read on 24/05/2021.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 24/05/2021 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$1.43 per day
Sewerage Disposal Charge	\$0.31 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 24/05/2021 to the final meter read date will be forwarded to the vendor of the property.

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.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1215 0267 0108

DATE OF ISSUE - 6/08/2021

APPLICATION NO.

969365

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:

A handwritten signature in black ink, appearing to read 'R. Charrett', with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

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

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

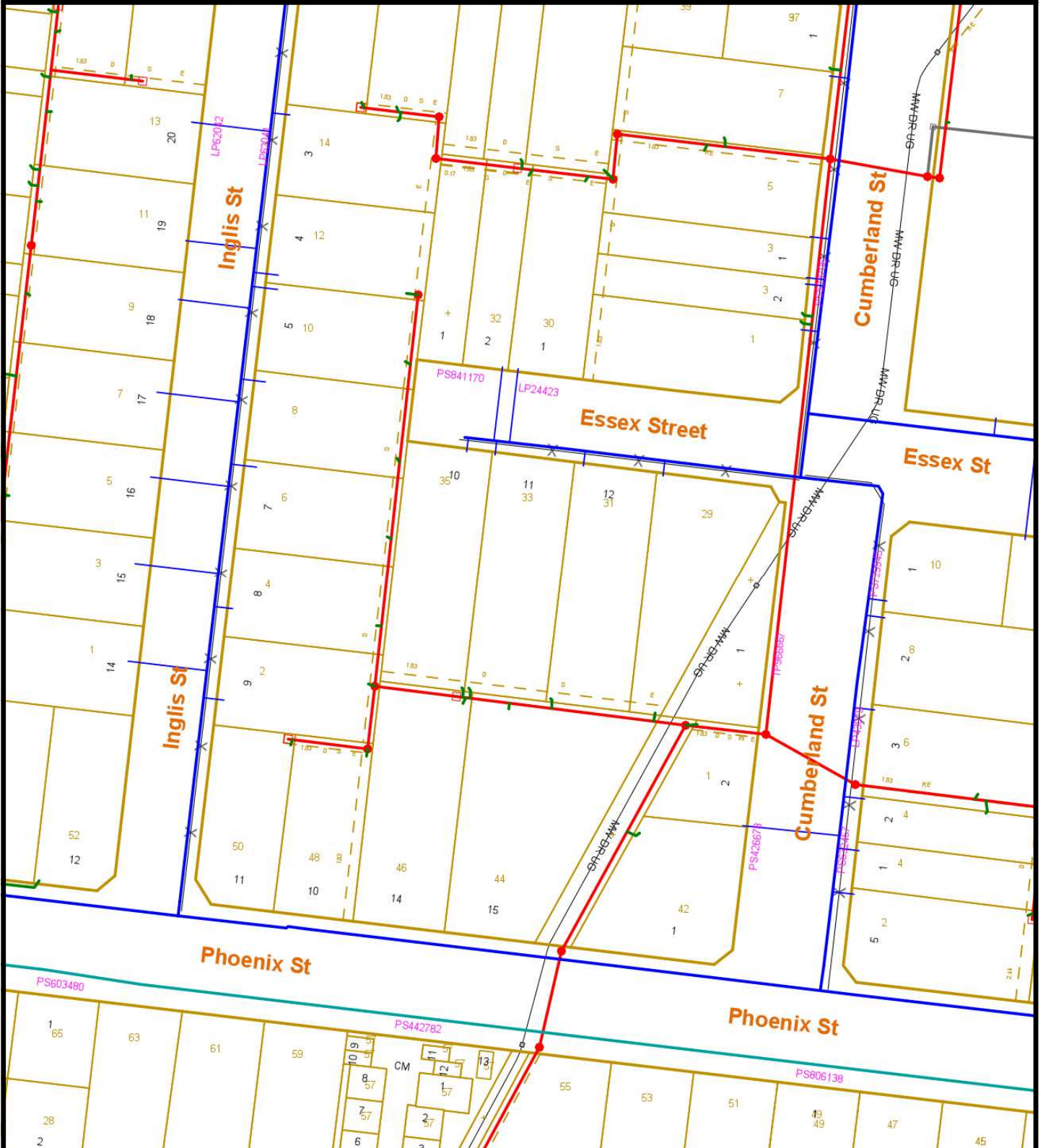
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

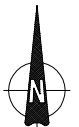
33 ESSEX STREET SUNSHINE NORTH 3020

Application No. 969365



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: 06/08/2021

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. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



JONATHAN BLOOM

Your Reference: LD:52273617-008-1.221224**Certificate No:** 48395425**Issue Date:** 07 AUG 2021**Enquiries:** AXH7**Land Address:** 33 ESSEX STREET SUNSHINE NORTH VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17190981	11	20023	7923	186	\$0.00

Vendor: JEANNETTE CONNOLLY**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MRS THELMA JEAN CONNOLLY	2021	\$700,000	\$0.00	\$0.00	\$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$700,000

SITE VALUE: \$700,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 48395425

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 = \$1,475.00

Taxable Value = \$700,000

Calculated as \$975 plus (\$700,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 48395425

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: 48395425

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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