

WARNING TO ESTATE AGENTS

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

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Contract of Sale of land

<p>IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF Cooling-off period (Section 31) of the Sale of Land Act 1962) You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: the 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"> * you bought the property at a publicly advertised auction or on the day on which the auction was held; or * you bought the land within 3 clear business days before a publicly advertised auction was to be held; or * you bought the land within 3 clear business days after a publicly advertised auction was held; or * the property is used primarily for industrial or commercial purposes; or * the property is more than 20 hectares in size and is used primarily for farming; or * you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or * you are an estate agent or a corporate body.
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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Property Address:

1 Ainsworth Street, Sunshine West VIC 3020

Approval

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

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WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT

Contract of Sale of land

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

The terms of this contract are contained in the –

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

In that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- * under a power of attorney; or
- * as director of a corporation; or
- * as agent authorised in writing by one of the parties –

Must be noted beneath the signature.

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

Signed by the Purchaser: _____ on ___ / ___ / 2024

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

State nature of authority, if applicable:

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

Signed by the Vendor: _____ on ___ / ___ / 2024

Print name(s) of person(s) signing: **Vita Louisa Minutoli** **Benedetto Dominic Minutoli**

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: **Bells Real Estate**
Address: **14 Devonshire Road, Sunshine VIC 3020**
Telephone: **03 9300 9000** Ref: **Tan Truong** Mobile: **0403 214 933**
Email: **sunshine@bellsrealestate.com.au**

VENDOR

Name: **Vita Louisa Minutoli and Benedetto Dominic Minutoli**
Address: **16 Montpellier Drive, Avondale Heights VIC 3034**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **Klonis Kirby & Co.**
Address: **Level 4, 256 Queen Street, Melbourne, Vic, 3000**
Telephone: **(03) 9670 1400** Ref: **HK:JK 23/143** Email: **property@kloniskirby.com.au**

PURCHASER

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

PURCHASER MUST PROVIDE THE BELOW DETAILS:-

FOREIGN INVESTMENT INFORMATION

The Purchaser declares that it:

- Is an Australian Citizen or a person who holds a permanent resident visa;
- Is a non Australian resident (foreign Investor that requires approval);
- has bought the property as trustee of a trust.

OWNER/OCCUPIER OR INVESTOR

The Purchaser advises that it is:

- an Owner/Occupier;
- investor.

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

LAND (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		Being lot		On plan	
Volume	08086	Folio	674	427	011779

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:-

1 Ainsworth Street, Sunshine West VIC 3020

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

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

PAYMENT

Price \$ _____

Deposit \$ _____ being 10% upon signing;

Balance \$ _____ payable at settlement.

GST

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

Not applicable.

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.

Not applicable.

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

Not applicable.

SETTLEMENT-

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

* ____ the above date; and

* ____ the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE

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

Subject to Lease

If 'subject to lease' the particulars of the lease*:- (*only complete the one that applies. Check tenancy agreement/lease before completing details)

*residential tenancy agreement for a fixed term ending **27 July 2023** and/or continuing on a month to month basis;

OR

*periodic residential tenancy agreement determinable by notice;

OR

*lease for a term ending ____ / ____ / 20____ with ____ option to renew, each of ____ years.

TERMS CONTRACT

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

Not applicable

ELECTRONIC CONVEYANCING

*Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and applies, if the box below is marked "Electronic Conveyancing".

Electronic Conveyancing

LOAN (general condition 20 only applies if the box is checked).

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

Lender: _____

Loan amount: \$ _____ Approval Date ____ / ____ / 20____

BUILDING REPORT

General condition 21 applies only if the box is checked.

PEST REPORT

General condition 22 applies only if the box is checked.

*** **

SPECIAL CONDITIONS TO THE CONTRACT (“SC”)

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

SPECIAL CONDITIONS – A purchaser acknowledges that any Special Condition contained in this Contract takes precedent to any General Conditions contained herein.

Instructions: It is recommended that when adding special conditions:

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

1. If the Purchaser shall make default in the observance or performance of any of the terms of this contract then the Purchaser shall pay all the Vendor's legal costs of and incidental to such default and the Purchaser shall be deemed not to have cured his default until such costs have been paid by him.
2. General Condition 4 hereof shall not apply to this Contract. The Purchaser shall have the right within fourteen (14) days of the day of sale to substitute a person (being a corporation or otherwise) in his place as Purchaser provided that until such time as the right is exercised the Purchaser shall remain liable to perform and observe the covenants and conditions herein to be performed and observed by him. Such substitution shall be effected by the Purchaser delivering to the Vendors.
 - (a) An identical copy of the Contract of Sale (save for this clause and the name of the Purchaser) executed by the substituted Purchaser (with dates for payment of moneys and for fulfilment of any other obligations of the parties under this contract to be adjusted if necessary to coincide with this Contract of sale and the date upon which the substituted Purchaser under the substituted contract of sale shall become responsible for any notices orders relating to the property hereby sold being the date of this contract of sale) to which there is annexed a guarantee in such form as the solicitors for the Vendor shall reasonably require executed by the Purchaser guaranteeing the substituted Purchaser's performance of his obligations under the substituted contract;
 - (b) An authority from both the Purchaser and the Vendor addressed to the party holding the deposit pursuant to the Sale of Land Act 1962 authorising that party to apply and hold the deposit paid herein as the deposit payable under the substituted contract of sale. Upon delivery by the Purchaser to the Vendors of such copy of this contract of sale the Vendors shall execute an identical part and upon delivery of such part by the Vendors to the substituted Purchaser this contract of sale shall be deemed cancelled PROVIDED THAT the requisitions (if any) delivered by the Purchaser to the Vendor and the answers thereto both made in pursuance of the terms of this contract of sale shall be deemed to be the requisitions and answers thereto respectively under the substituted contract of sale. The Purchaser shall pay the Vendor's solicitors reasonable charges in connection with the preparation execution and exchange of the substituted contract of sale and the guarantee and all matters incidental thereto.
 - (c) A cheque in the sum of \$650.00 payable to the Vendor's Solicitors representing the Vendor's legal costs with respect to the nomination.
3. The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of this sale and before paying any monies hereunder the Purchaser received from the Vendor a Statement in writing complying with the requirements of Section 32 of the Sale of Land Act (as amended)
4. If the Purchaser shall be or shall include a company the shares of which are not listed on an Australian Stock Exchange, the company shall (if so required by the Vendors) forthwith after execution of this contract procure the execution by each of its directors on the part of the contract intended to be held by the Vendors, of the guarantee annexed to this contract.

5. This Contract shall not be avoided on the ground that the chattels or personal property sold or any of them are not or cannot be delivered to the Purchaser and the Purchaser's right for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.
6. Any signatory for a corporate or other Purchaser shall be personally liable for the due performance of the Purchaser's obligations as if the signatory was the Purchaser.
7. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars given above. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription on the land or deficiency in its area or measurements or call upon the Vendor to amend the Title or to bear all or any part of the costs of doing so.
8. The Purchaser buys subject to any restrictions and covenants imposed by and pursuant to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or schemes.
9. The Purchaser acknowledges that **Bells Real Estate of 14 Devonshire Road, Sunshine Victoria 3020** has acted as Agent of the Vendor and that no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of sale is the sole and full repository of the agreement between the Vendor his Agent and the Purchaser.
10. Wherever appearing in this Contract of Sale, words importing persons shall include corporations, words importing singular or plural numbers shall include the plural and singular numbers respectively, and words importing the masculine gender shall include all genders as the case may require.
11. General condition 33 hereof shall not apply. If the Purchaser defaults in payment of any moneys due under this contract then without prejudice to any other rights of the Vendor the Purchaser shall pay to the Vendor interest at a rate of **four (4) per cent** higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default. Condition 4 of the said Table A shall not apply to this Contract.
12. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the Contract between the vendor and the purchaser for the payment of the residue as defined in the Contract ("the due date") the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the Contract, including:-
 - 12.1 All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - 12.2 Interest payable by the vendor under any existing mortgage over the property calculated from the due date;
 - 12.3 Accommodation expenses necessarily incurred by the vendor;
 - 12.4 Costs and expenses as between the vendor's solicitor and/or conveyancer and the vendor;
 - 12.5 Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase;
 - 12.6 Penalties payable by the vendor under any head Contract of Sale relating to the within land.
13. The Purchaser shall be responsible for compliance with the provisions of any notice/notices relating to or affecting the property sold which are issued or served after the date of sale of this Contract.

14. The purchaser acknowledges that any improvements on the property comply with the Victoria Building Regulations, Council by-laws, relevant Statutes and any regulations thereunder. No such failure to comply shall not constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in relation thereto.
15. The Purchaser acknowledges taking the property and all buildings in the present condition, and the Purchaser will not require the Vendor to do any work or to incur or become liable for any expense of whatsoever nature in relation thereto. The purchaser acknowledges that it will abide and comply (if required) with the Building Regulations 2018 requiring owners to ensure compliance with Regulation 137 – safety of existing swimming pools and spas and Regulations 142 and 143 – swimming pool safety maintenance and operation and the purchaser shall not make any requisition or claim any compensation from the vendor in relation thereto. The purchaser acknowledges that from the day of sale, it will accept all responsibility of any Building Regulations requirements.
16. The purchaser acknowledges that there is no Home Owners Warranty Insurance or Housing Guarantee in respect of the property and will not make any requisition, claim or demand any compensation from the vendor in relation thereto.

(If applicable) Transfer of Land & Delivery of Transfer & Certification on Transfer of Land

17. General condition 10.1 of the contract shall not apply.
 - a) The Purchaser must strictly deliver the Transfer of Land document to the vendor's solicitors not less than **fourteen (14) days** before the settlement date and notwithstanding any other provision of this Contract, the vendor will not be obliged to effect settlement until the expiration of **fourteen (14) days** from the date the Transfer is delivered to the vendor's solicitors. The purchaser will be deemed to have defaulted in payment of the residue of the purchase price as from the settlement date if the Transfer is not delivered in accordance with this Special Condition.
 - b) If settlement is not conducted electronically, the provisions in this Special Condition 20 will apply.
 - c) The Transfer of Land must be prepared in accordance with requirements 5 (certifications) and 8 (client authorisations) of Version 3 of the Registrar's requirements for paper conveyancing as published on 27 May 2017.
 - d) The execution clause for the vendor must be as follows:-

EXECUTED on behalf of:	(name of vendor)
Signer Name:	Harry Klonis
Signer Organisation:	Klonis Kirby & Co.
Signer Role:	Australian Legal Practitioner
Signature:	
 - e) If the within sale is one to which electronic conveyancing applies, then this special condition is of no effect.

Self Contained Smoke Alarms

18.
 - (a) The Building (Amendment) Regulations 1996 pursuant to the Building Act 1993 require self contained Smoke Alarms complying with Australian Standard 3786-1993 to be installed in appropriate locations in every dwelling or residential unit and in the event the land being offered for sale is other than vacant land and included a dwelling or residential Unit then the Purchaser shall be required to comply with the aforesaid Regulations by the earlier of:- (a) in the case of a Contract of Sale, 30 days after the Purchaser becoming entitled to possession of the property, or
 - (b) 1st February 1999.
19. Any person who executes this Contract shall be deemed liable for the performance and observance of this Contract notwithstanding that person may have executed the Contract for an on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

20. (a) The purchaser agrees to provide the vendor's legal representative with the adjustments together with a copy of all information and certificates obtained by them at least seven (7) days prior to settlement. At the time that the purchaser or their representative makes a submission of the adjustments to the vendor's solicitors, 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 vendor's solicitors at the time of submission of the adjustments. The vendor will not be obliged to provide cheque details until 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 at settlement.
- (b) Where land tax has been assessed on a proportional basis, then for the purposes of adjustments, the purchaser shall adjust the land tax on a proportional basis.

Mathematical Mistakes

21. Within three (3) months of Completion a party may give notice to the other that a mathematical mistake has occurred in calculation of an amount paid under this Contract. If that notice is given then the parties must correct the mistake and the appropriate amount must be paid by one party to the other. This special condition creates rights and remedies in addition to those that may otherwise exist as a result of a mathematical mistake.

Payment (if not electronic settlement)

22. (a) Any payment due under this contract must be made by a cheque drawn by a Bank only.
- (b) The vendor will pay the bank cheque fees on all bank cheques exceeding **seven (7)** that are required by the vendor for settlement.
23. The following general conditions have been (but not limiting to) 4, 6.1, 15.1, 16.1, 21.1, 22.1, 31.4, 32 and 33 which have been deleted or amended.
24. For the purposes of the "A New Tax System (Goods and Services Tax) 1989" as amended from time to time (and which tax is hereunder referred to as "GST") the parties do hereby specifically acknowledge and declare that if the within Contract of Sale of Real Estate relates to the sale/purchase of residential property hitherto used by the vendors as a residential dwelling and as such, there is no element of commercial activity by the vendors, as supplier, so the transaction is a non enterprise transaction and will not attract GST.

FIRB Approval

25. (a) Definitions:-
"FIRB" means the Treasurer of the Commonwealth of Australia;
"FIRB Approval" means a statement that there are no objections; or any consent or approval;
- (b) FIRB Approval and Purchaser's Warranty:-
If the Purchaser needs FIRB Approval, the Purchaser must forward to the Vendor a copy of the FIRB Approval on the Day of Sale. If the Purchaser does not provide a copy of the FIRB Approval to the Vendor on the Day of Sale it hereby warrants to the Vendor that the purchase of the Property by it is not subject to or conditional on FIRB Approval.
- (c) The Purchaser warrants that in the event that he is a foreign person as defined by the Act, all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

Outgoings

26.

- (a) For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (b) General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

END OF SPECIAL CONDITIONS

GENERAL CONDITIONS

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

~~4. NOMINEE~~

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

TITLE

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land prescribed by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page save for following general conditions (but not limiting to) 4, 6.1, 15.1, 16.1, 21.1, 22.1, 31.4, 32 and 33 which have been deleted or amended.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

- 6.3 The Vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:-
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement 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.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a property and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purposes for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 are defined in the *Building Act* 1993 have the same meaning and general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000 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 the prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria at the vendor nominates;
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

MONEY

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorized deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the

registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:-
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price, and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contact is settled, or the contact is ended.
- 14.5 The stakeholder may pay the balance and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorized deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed –
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversed other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipients authorized deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1939 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked deposit is paid by way of a Deposit Bond.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser;

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the ~~applicable box in the particulars of sale is checked~~ deposit is paid by way of a Bank Guarantee.
- 16.2 In this general condition
- (a) a "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorized deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's, legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser;
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement;
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operation in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks.
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by the purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement;
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- If, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator.
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those document, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification y the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-450 of the GST Act, or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.
- 19.8 This general condition will not merge on either settlement or registration.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the ~~applicable box in the particulars of sale is checked~~ particulars of sale indicate a building report will be carried out by the purchaser.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked. Particulars of sale indicate a pest report will be carried out by the purchaser.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO-OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general conditions 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding ~~\$5,000~~ \$500.00 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

DEFAULT

~~33. INTEREST~~

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

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

**** *
**** *
**** *

END OF GENERAL CONDITIONS

GST Withholding Notice Pursuant to Section 14-255
Schedule 1, Taxation Administration Act 1953

To: The Purchaser

Re: 1 Ainsworth Street, Sunshine West VIC 3020
(the Property) being lot 427 on LP011779

The vendors, Vita Louisa Minutoli and Benedetto Dominic Minutoli hereby advises the purchaser as the recipient of the supply, will not be required to make payment under Section 14-250 in respect of the supply of the property.

*** **

GUARANTEE

We, _____

both of _____
in consideration of the within named Vendors selling to the within named Purchaser at our request the land described in the Contract contained herein (and to which this Guarantee is supplement for the price and upon such terms and conditions therein set forth HEREBY COVENANT with the Vendors that if at any time default shall be made by the Purchaser in the payment of the deposit or residue or purchase money or interest or other moneys payable by the Purchaser to the Vendors pursuant to the said Contract we the Guarantors shall on demand to the Vendors pay the whole or such deposit residue of purchase moneys or other moneys which shall then be due to the Vendor as aforesaid and shall indemnify the Vendors against all loss of deposit or residue of purchase money or other moneys hereby secured and all costs charges and expenses whatsoever which the Vendors may incur by reason of any default on the part of the Purchaser its successors assigns and transferees hereunder AND IT IS AGREED AND DECLARED that this shall be a continuing guarantee and that the Vendors shall have the fullest liberty without affecting this Guarantee to postpone for any time or from time to time the performance of the Purchasers' obligations under the contract or any such extension of time or other indulgence or forbearance on the part of the Vendor to require strict compliance with the terms and conditions of the said contract shall in no way affect this Guarantee or the rights of the Vendors hereunder. That we further agree that in the event of this Guarantee for whatever reasons being or becoming unenforceable or void that each of us agree to indemnify and keep the Vendor indemnified in respect of any loss damage and costs that the Vendors may incur directly or indirectly in consequence of the Purchasers (whether original or substituted) default omission or delay in performance or completing of the terms covenants and obligations under the Contract entered into between the Vendor and the Purchaser.

IN WITNESS WHEREOF the Guarantors have hereunto placed their hands and seals this _____ day of _____ 20 _____.

SIGNED SEALED AND DELIVERED by)
)
Guarantor name: _____)
)
in the presence of:)
)
Witness name: _____)
)
)
_____)
INDEPENDENT WITNESS signature

GUARANTOR signature

SIGNED SEALED AND DELIVERED by)
)
Guarantor name: _____)
)
in the presence of:)
)
Witness name: _____)
)
)
_____)
INDEPENDENT WITNESS signature

GUARANTOR signature

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 30 October 2018.



**LAW INSTITUTE
VICTORIA**

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 authorised 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 (*) 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	1 Ainsworth Street, Sunshine West VIC 3020
(and being Lot on)	Lot 427 on LP011779 and being Certificate of Title Volume: 08086 Folio: 674

Vendor's signature _____ Date: ___ / ___ / **24**

Vendor's name **Vita Louisa Minutoli**

Vendor's signature _____ Date: ___ / ___ / **24**

Vendor's name **Benedetto Dominic Minutoli**

Purchaser's signature _____ Date: ___ / ___ / **24**

Purchaser's name _____

Purchaser's signature _____ Date: ___ / ___ / **24**

Purchaser's name _____

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:

<u>Authority</u>	<u>Amount & Interest (if any)</u>
(1)	\$
(2)	\$
(3)	\$

- (d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably expected to have knowledge¹, which are not included in items 1.1 (a), (b) or (c) above; other than any amounts described in this rectangular box.

The vendor may not be aware of any amounts for which the purchaser may become liable and the vendor recommends the purchaser makes their own enquiries.

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:

The vendor may not be aware of any charges other than those noted herein.

Other particulars (including dates and times of payment(s)):

The vendor may not be aware of any other particulars other than those noted herein.

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 the 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:

The vendor recommends the purchaser should obtain their own insurance commencing the day of sale. The purchaser shall not make any demand from the vendor to take out insurance for the property.

2.2 **Owner-Builder**

This section 2.2 only applies where there is a residence of 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: Not applicable.

Policy no: Not applicable.

Expiry date:

Not applicable.

*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:

[Empty box for description of easements]

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

[Empty box for particulars of failure to comply]

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

*Attached is a certificate with the required specified information.

OR

*The required specified information is as follows:-

- (a) Name of Planning Scheme Brimbank Planning Scheme
- (b) Name of responsible authority Minister for Planning
- (c) Zoning of the land General Residential Zone – Schedule 1
- (d) Name of planning overlay Development Contributions Plan Overlay – Schedule 2

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:

The vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendors.

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:

The vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendors.

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:

The vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendors.

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 certificates and/or statements.

OR

*Are as follows:

6. ~~**Owners Corporation — NOT APPLICABLE**~~

~~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 statement, issued in accordance with section 151 of the *Owners Corporations Act 2006*.~~

~~OR~~

~~6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation 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 as in Part 9B of the *Planning and Environment Act 1987*.

7.1 **Work-in-Kind Agreement**

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

(a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X”.

N/A

(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”.

N/A

(c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”.

N/A

7.2 **Work-in-Kind Agreement**

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 must be 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.

N/A

(b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC.

N/A

(c) *Any certificate of exemption from liability to pay a GAIC.

N/A

(d) *Any certificate of staged payment approval.

N/A

(e) *Any certificate of no GAIC liability

N/A

(f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability.

N/A

(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-section 7.2(a) to (f) above.

N/A

8. **Services**

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

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

9. **Title**

Attached are copies of the following documents:

9.1 *** (a) Registered Title**

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

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 27 of the *Subdivision Act 1988*.~~

~~(a) *Attached is a copy of the plan for the first stage if the land is in the second stage or 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 Efficiency Information**

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

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

~~(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and~~

~~(b) which has a lettable area of at least 1000m², (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);~~

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

~~_____~~ OR

~~*Are as follows:~~

~~Not applicable.~~

12. **Due Diligence Checklist**

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

13. **Attachments**

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

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

(Attached is a Law Institute Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies.)

- **Register Search Statement 08086/674**
- **Copy of Plan LP011779**
- **Covenant 2019125**
- **Planning Certificate**
- **Planning Property Report**
- **City of Brimbank Land Information Certificate**
- **City of Brimbank Building Information Certificate 51(1)**
- **Greater Western Water Information Certificate**
- **Land Tax and Windfall Gains Tax Certificate**
- **Vicroads Certificate**
- **EPA Priority Site Register**
- **Lease Agreement**
- **Due Diligence Checklist**

Notations-

¹ Other than any GST payable in accordance with the contract.

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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

Page 1 of 1

VOLUME 08086 FOLIO 674

Security no : 124111604870M
Produced 02/01/2024 10:20 AM

LAND DESCRIPTION

Lot 427 on Plan of Subdivision 011779.
PARENT TITLE Volume 07996 Folio 022
Created by instrument A005128 12/07/1955

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
VITA LOUISA MINUTOLI
BENEDETTO DOMINIC MINUTOLI both of 16 MONTPELLIER DR AVONDALE HEIGHTS
P282921Q 29/06/1989

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK628164J 01/10/2013
WESTPAC BANKING CORPORATION

COVENANT 2019125

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

DIAGRAM LOCATION

SEE LP011779 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1 AINSWORTH STREET SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP011779
Number of Pages (excluding this cover sheet)	7
Document Assembled	02/01/2024 10:20

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LP 11779

EDITION 3

PLAN MAY BE LODGED 5-11-1926

PLAN OF SUBDIVISION OF PART OF CROWN PORTION B SECTION 9 PARISH OF DERRIMUT AND PART OF CROWN PORTION D1 PARISH OF MARIBYRNONG

VOL 5160 FOL 805

MEASUREMENTS ARE IN FEET AND INCHES

ENCUMBRANCES

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

AS TO THE ROAD R1 ANY EASEMENTS AFFECTING THE SAME

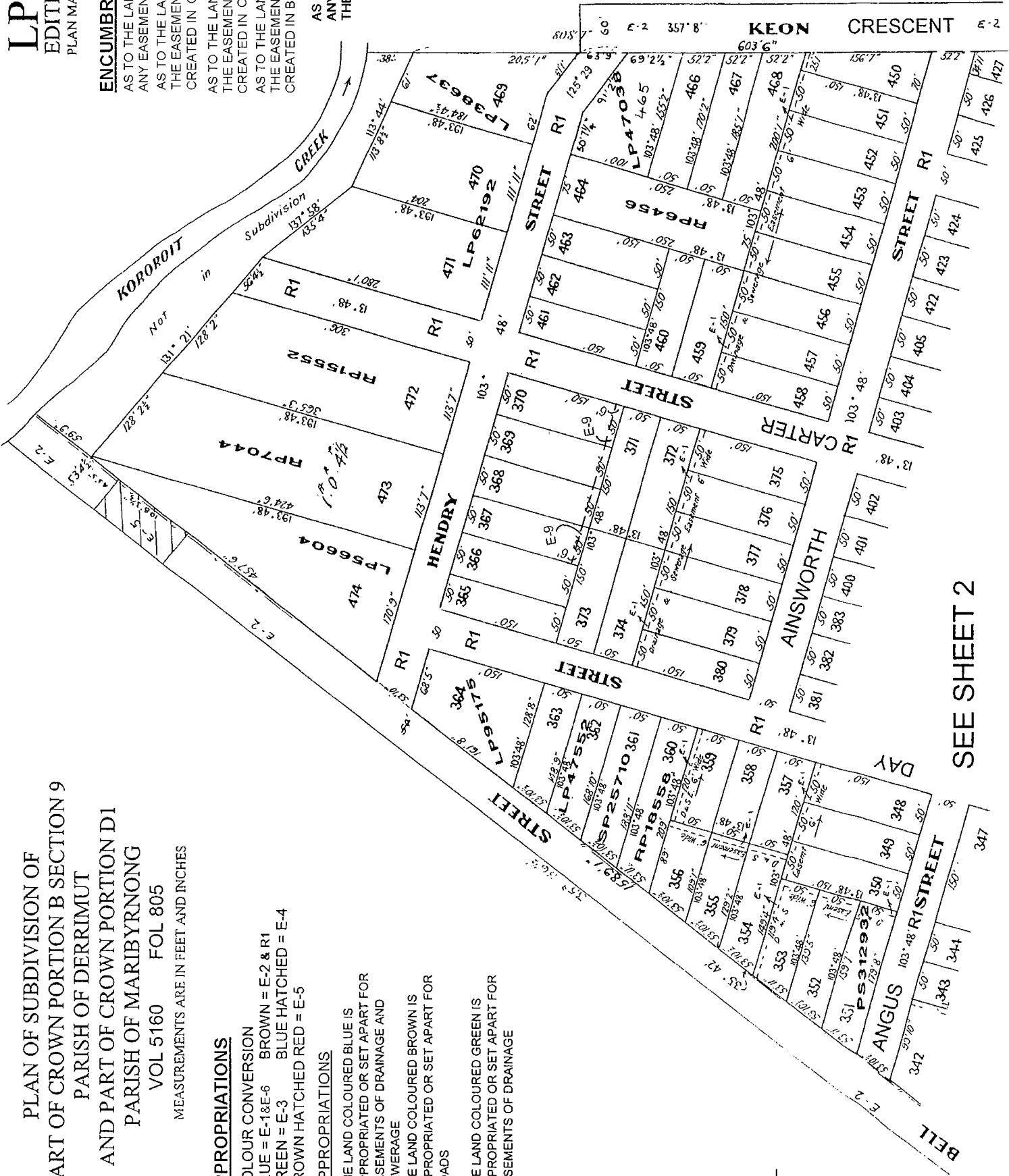
APPROPRIATIONS

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

APPROPRIATIONS

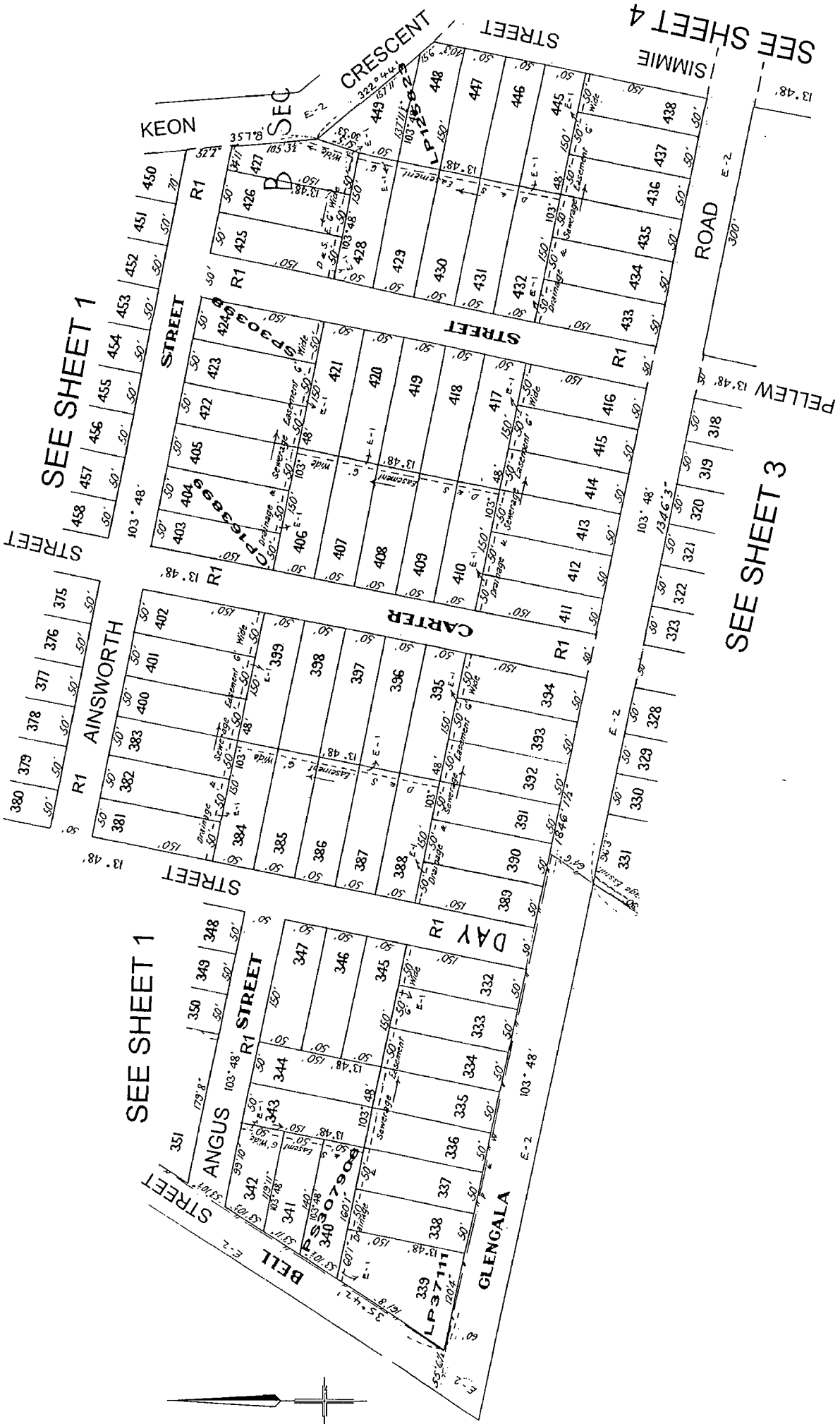
- THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE
- THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS
- THE LAND COLOURED GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE

6 SHEETS
SHEET 1



SEE SHEET 2





SEE SHEET 1

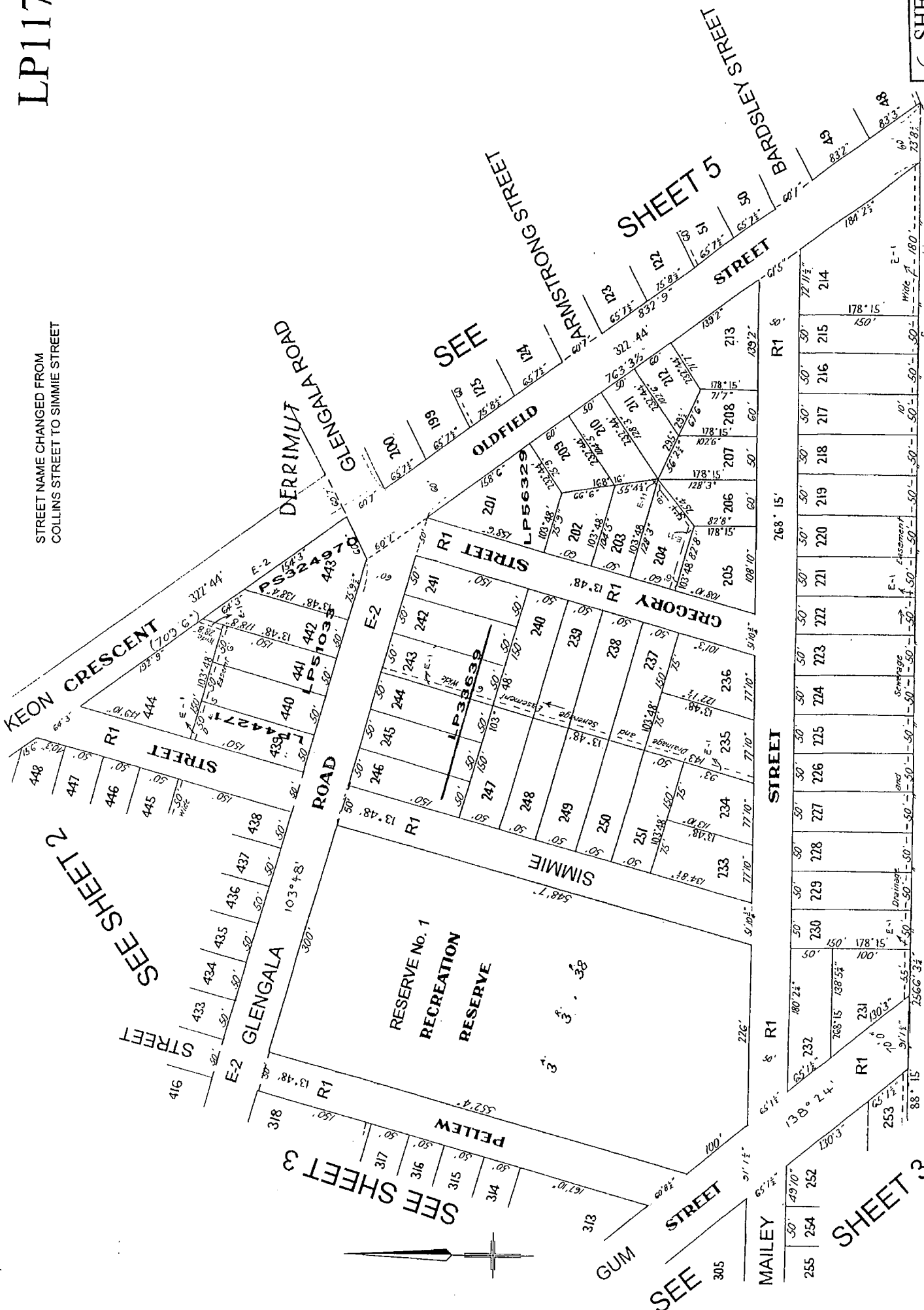
SEE SHEET 3

SEE SHEET 1

SEE SHEET 4

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.

STREET NAME CHANGED FROM
COLLINS STREET TO SIMMIE STREET



SHEET 6

SEE SHEET 4

KEON CRESCENT

DERRIMUT

GREGORY STREET

OLDFIELD

SEE

MAILEY STREET

SHEET 4

GENERIC

RYDER

STREET

STREET

BARBISLEY

STREET R1

ARMSTRONG R1

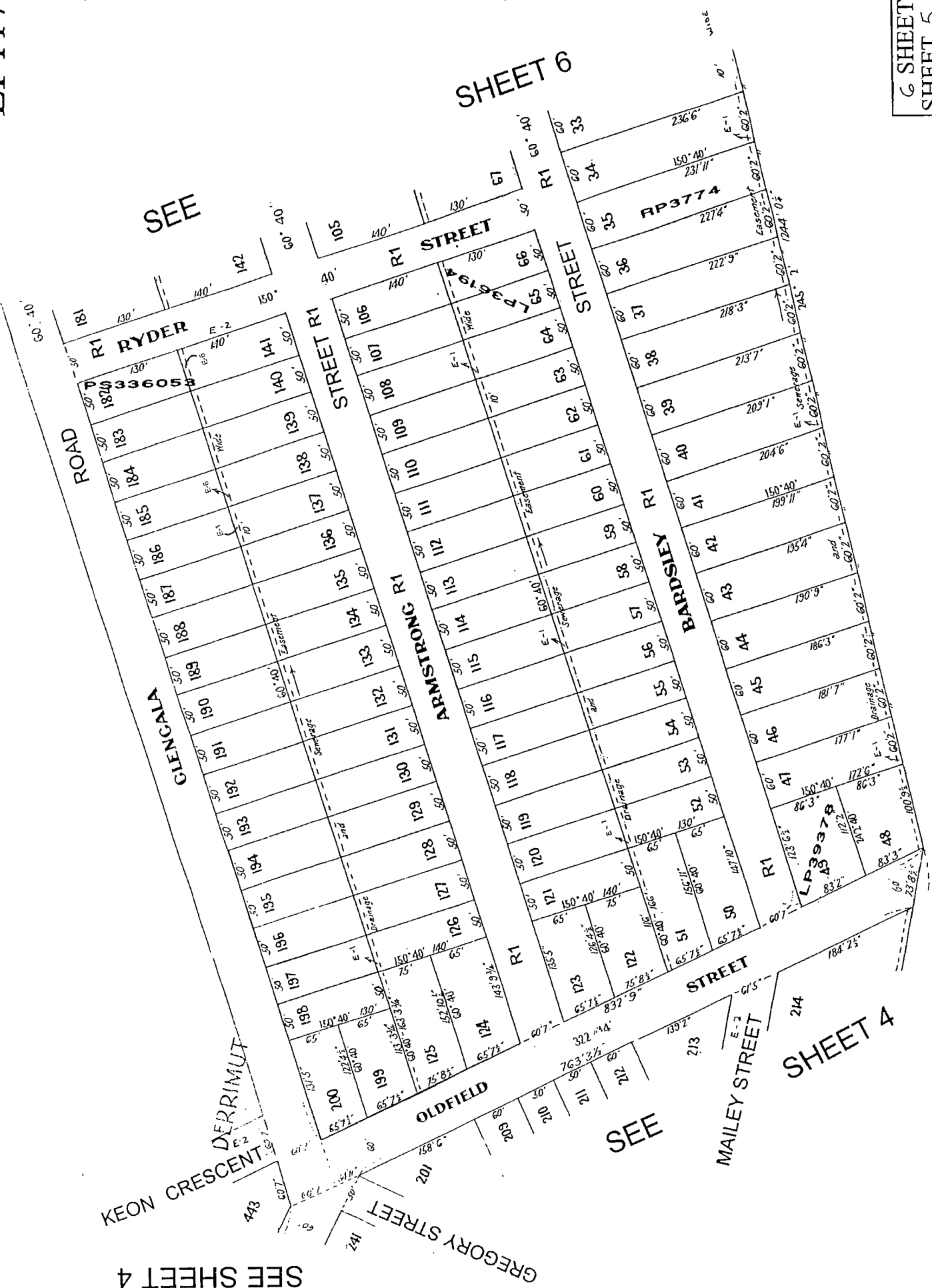
R1

R1

R1

ROAD

SEE



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER LP 11779

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



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Document Identification	2019125
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/01/2024 10:20

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4254324

O'DONOHUE & GREEN
VICTORIA

MICROFILMED
2019125

TRANSFER OF LAND

66/100
22/1
TO

29 JUL 1948
117

to sale lga

SUNSHINE PARK PROPRIETARY LIMITED formerly of Henty House 501 Collins Street Melbourne but now of 441 Collins Street Melbourne in the State of Victoria being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE THOUSAND AND SEVENTY-FIVE POUNDS paid to it by JAMES SWALL of 399 Barkly Street Footscray in the said State Confectioner



DO I, HEREBY TRANSFER to the said James Swall ALL its estate and interest in ALL THAT piece of land being Lots 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448 and 449 on Plan of Subdivision No. 11775 lodged in the Office of Titles and being part of Crown Portion B



Section 2 Parish of Bertramb County of Bourke and being part of the land more particularly described in Certificate of Title Volume 5130 Folio 1031905 AND the said James Swall

*Red & blue
5/6a
-805 part
Area 3 1/2
bore: blue
Lanc's No. 212
as to whole
bore's bore*

DO I, HEREBY for myself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the said land hereby transferred or any parts thereof COVENANT with the said Sunshine Park Proprietary Limited its successors and/or transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he or they will not at any time hereafter use or permit or allow to be used such land hereby transferred or any part or parts thereof for quarrying or brick-making operations or dig carry away or remove any marl stone earth clay gravel or sand from off the said land hereby transferred AND IT IS REQUESTED that this covenant shall be noted on and appear on every future Certificate of Title for the said land or any part or parts thereof as an encumbrance affecting the same.

DATED the *twenty sixth* day of *July* One thousand nine hundred and forty six.

THE COMMON SEAL of SUNSHINE PARK PROPRIETARY LIMITED was herunto affixed in the presence of *James Swall* } Directors
J. Swall }
D. Donohue } Secretary

SIGNED in Victoria by the said JAMES SWALL in the presence of *James Swall* CLERK TO CLERK

ENCUMBRANCES REFERRED TO

IMAGED

Handwritten notes at bottom left

I, JAMES MYALL of 108 Barkly Street Footscray -
 the within-named Transferee hereby declare that the transaction to which the within written Instrument
 relates is not in contravention of the provisions of the National Security (Land Transfer) Regulations
 and that the said Instrument has not been executed in contravention of the said Regulations

SIGNED in Victoria by the said JAMES MYALL

in the presence of

Walter March
 Solicitor
 Melbourne

TRANSFER

(No.) J. MYALL

TO

DATED

1946

O'DONOHUE & GREEN
 Solicitors
 MELBOURNE

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
	THE <u>29th</u> DAY OF <u>July</u> 19 <u>46</u>	TO <u>James Myall</u>	<u>2019125</u>
<u>J. O. Heurson</u>			
ASSISTANT REGISTRAR OF TITLES			
I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK NO. <u>5160</u> FOR <u>1031805</u>			
<u>J. O. Heurson</u>			
ASSISTANT REGISTRAR OF TITLES.			

[Handwritten signature]

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

991213

APPLICANT'S NAME & ADDRESS

HARRY KLONIS C/- LANDATA
MELBOURNE

VENDOR

MINUTOLI, BENEDETTO

PURCHASER

NA, NA

REFERENCE

MINUTOLI

This certificate is issued for:

LOT 427 PLAN LP11779 ALSO KNOWN AS 1 AINSWORTH STREET SUNSHINE WEST
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

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

The land:

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

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

02 January 2024

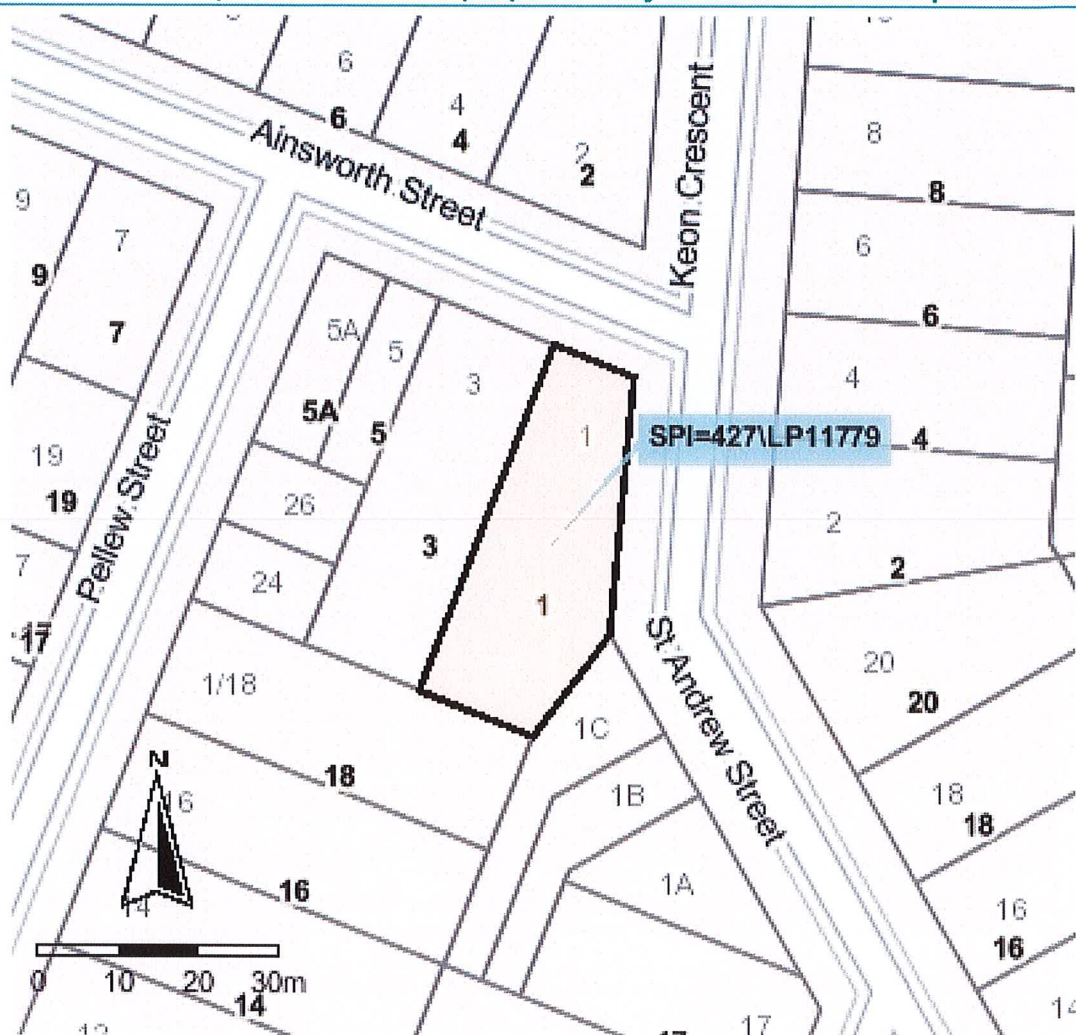
Sonya Kilkeny
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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



From www.planning.vic.gov.au at 02 January 2024 10:20 AM

PROPERTY DETAILS

Address: **1 AINSWORTH STREET SUNSHINE WEST 3020**

Lot and Plan Number: **Lot 427 LP11779**

Standard Parcel Identifier (SPI): **427\LP11779**

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

Council Property Number: **483701**

Planning Scheme: **Brimbank** [Planning Scheme - Brimbank](#)

Directory Reference: **Melway 40 E1**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **LAVERTON**

OTHER

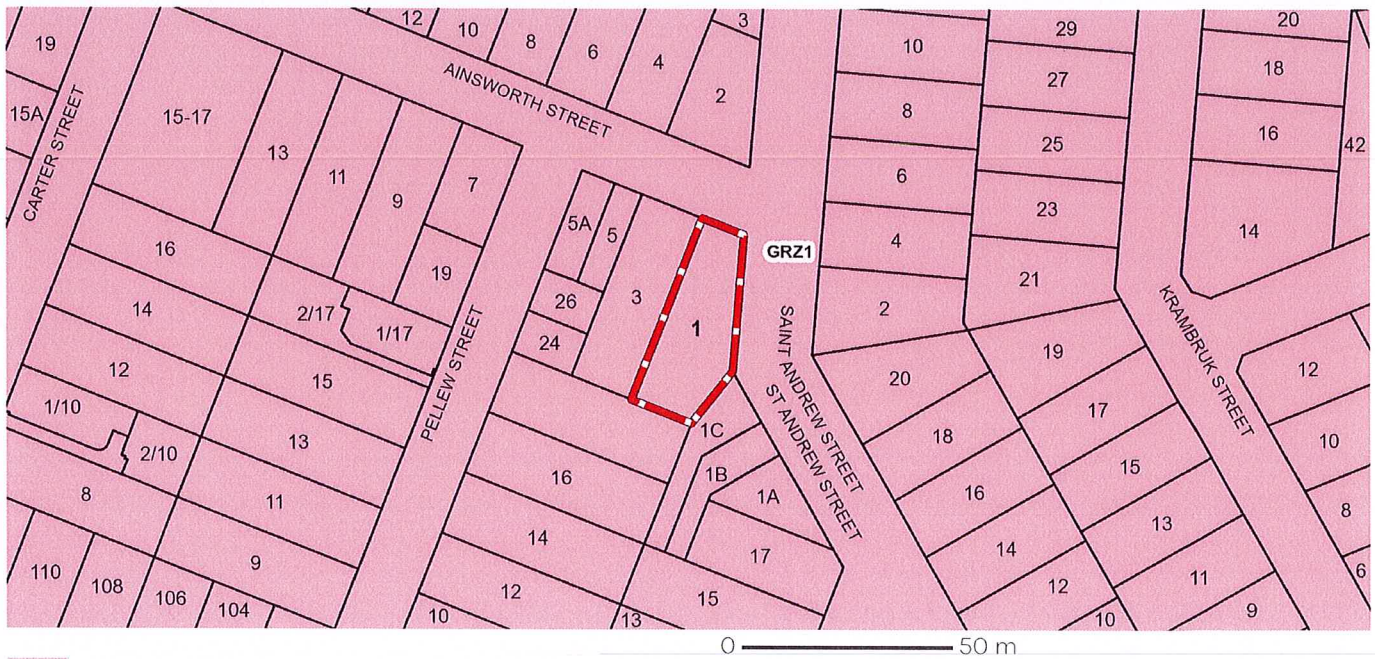
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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 <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au
PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2023 to 30 June 2024.

Your Reference: 71377764-017-0
Assessment Number: 483701

Certificate Number: 109576
Issue date: 02/01/2024

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 1 AINSWORTH STREET SUNSHINE WEST 3020

Title: LOT: 427 PLN: 11779
Volume No:
Folio No.
Ward: Harvester

Capital Improved Value: \$760,000
Net Annual Value: \$38,000
Site Value: \$690,000
Effective Date: 1/07/2023
Base Date: 01/01/2023

RATES CHARGES AND OTHER MONIES:

Residential Rate Levied 01/07/2023	\$1,321.41
Municipal Charge Date Levied 01/07/2023	\$81.75
140ltr Environmental Charge Date Levied 01/07/2023	\$361.03
Public Amenities Cleansing Levy Date Levied 01/07/2023	\$85.80
Fire Service Levy Residential Charge Date Levied 01/07/2023	\$125.00
Fire Service Levy Residential Rate Date Levied 01/07/2023	\$34.96
Rate Arrears to 30/06/2023:	\$0.00
Interest to 02/01/2024:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,005.95
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$1,004.00
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$1,004.00

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

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

Assessment Number: 483701
Certificate Number: 109576



Biller Code: 93948
Reference No: 00000483701
Amount: \$1,004.00

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.

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

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

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

AUTHORISED OFFICER

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



Your Reference: 71377764-018-7
Our Reference: 22335
Contact: Erica Szentpaly
Telephone no: 9249 4603

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

PO BOX 70
Sunshine Victoria 3020

301 Hampshire Road
Sunshine

LANDATA
GPO Box 527
MELBOURNE VIC 3001

Property Address:	1 AINSWORTH STREET SUNSHINE WEST 3020
Title Information:	LOT: 427 PLN: 11779

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

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

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

Statement Details	Date Issued	RBS Name
Nil		

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

Building Enforcement Type	Date Issued	RBS Name
Nil		

PLEASE NOTE:

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

Michael Nigido
MUNICIPAL BUILDING SURVEYOR
BRIMBANK CITY COUNCIL

DATE: 3 January 2024



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 8505 3103

DATE OF ISSUE - 17/01/2024

APPLICATION NO.
1176859

LANDATA COUNTER SERVICES

YOUR REF.
71377764-028-6

SOURCE NO. 99904685210

PROPERTY: 1 AINSWORTH STREET SUNSHINE WEST VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of fifty nine dollars and eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	31/12/2023	59.08	0.00
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	0.00
TOTAL	203.02			143.94	0.00

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
Current amount outstanding	<u>0.00</u>
Plus remainder service charges to be billed	59.08
BALANCE including unbilled service charges	<u><u>59.08</u></u>

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 8505 3103



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 8505 3103

DATE OF ISSUE - 17/01/2024

APPLICATION NO.
1176859

This statement does not include any volumetric charges from 14/04/2022. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western 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.



ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

CONTACT
13 44 99

REFERENCE NO.

1254 8505 3103

DATE OF ISSUE - 17/01/2024

APPLICATION NO.

1176859

Information given pursuant to section 158 of the Water Act 1989

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

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

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN 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.

Greater Western 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 Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western 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.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1254 7777 4104

DATE OF ISSUE - 17/01/2024

APPLICATION NO.
1176859

LANDATA COUNTER SERVICES

YOUR REF.
71377764-028-6

SOURCE NO. 99904685210

PROPERTY: 1A AINSWORTH STREET SUNSHINE WEST VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of thirty dollars and sixty six cents (CREDIT) 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 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00
	Service charges owing to 30/06/2023				0.00
	Service charges owing for this financial year				0.00
	Volumetric charges owing to 23/11/2023.				0.00
	Adjustments				-30.66
	Current amount outstanding				-30.66
	Plus remainder service charges to be billed				0.00
	BALANCE including unbilled service charges				-30.66

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 7777 4104



ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

CONTACT
13 44 99

REFERENCE NO.

1254 7777 4104

DATE OF ISSUE - 17/01/2024

APPLICATION NO.

1176859

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125485053 is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property 125485053 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 23/11/2023.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 23/11/2023 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 \$0.00 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 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 23/11/2023 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western 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.

Please note credit balance - no amount outstanding.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1254 7777 4104

DATE OF ISSUE - 17/01/2024

APPLICATION NO.

1176859

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AUTHORISED OFFICER:

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ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

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Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western 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.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1215 1317 6108

DATE OF ISSUE - 17/01/2024

APPLICATION NO.
1176859

LANDATA COUNTER SERVICES

YOUR REF.
71377764-028-6

SOURCE NO. 99904685210

PROPERTY: PREV 1 AINSWORTH STREET SUNSHINE WEST VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of two hundred and thirty seven dollars and ninety 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 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	31/12/2023	103.20	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	31/12/2023	134.78	0.00
TOTAL	475.96			237.98	0.00

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 23/11/2023.	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	237.98
BALANCE including unbilled service charges	237.98

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1215 1317 6108



ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

CONTACT
13 44 99

REFERENCE NO.

1215 1317 6108

DATE OF ISSUE - 17/01/2024

APPLICATION NO.

1176859

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125485053 is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property 125485053 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 23/11/2023.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 23/11/2023 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 \$0.00 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 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 23/11/2023 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1215 1317 6108

DATE OF ISSUE - 17/01/2024

APPLICATION NO.

1176859

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 Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

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

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN 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.

Greater Western 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.

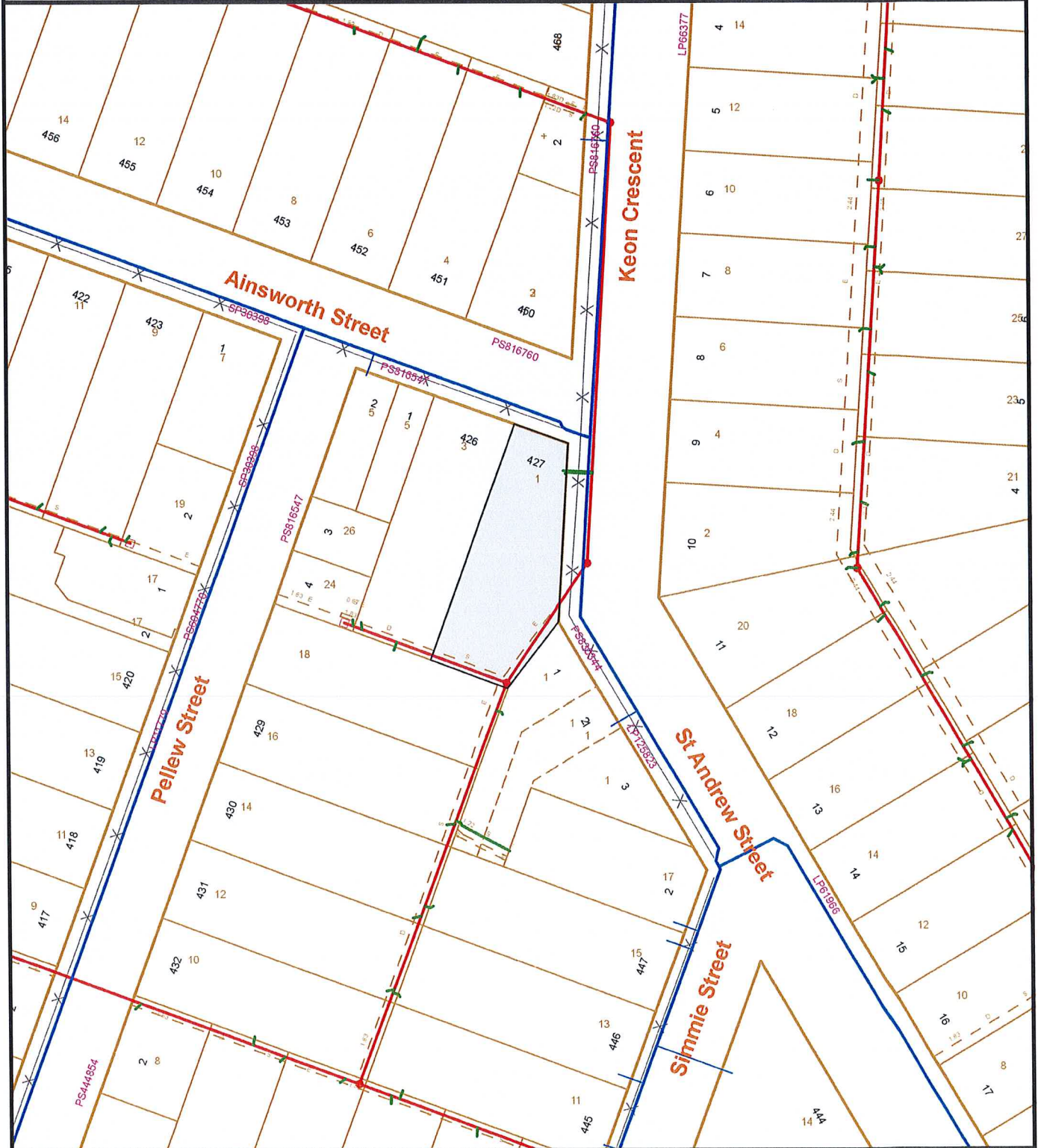
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

AINSWORTH STREET, SUNSHINE WEST VIC 3020

Application No. 1176859



LEGEND

<ul style="list-style-type: none"> ● Circular Manhole Inspection Shaft — Sewer Main -X-X- Abandoned Sewer Main — Water Main -X-X- Abandoned Water Main 	<ul style="list-style-type: none"> — Recycled Water Main -X-X- MW Channel -X-X- MW Abandoned Channel -X-X- MW Natural Waterway -X-X- MW Underground Drain -X-X- MW Abandoned Underground Drain 	<ul style="list-style-type: none"> MW Sewer Main MW Abandoned Sewer Main MW Water Main MW Abandoned Water Main MW Manhole MW Abandoned Manhole
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Date: 17/1/2024

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

Property Clearance Certificate

Land Tax



HARRY KLONIS

Your Reference: LD:71377764-014-9.MINUTOLI

Certificate No: 68135007

Issue Date: 02 JAN 2024

Enquiries: ESYSPROD

Land Address: 1 AINSWORTH STREET SUNSHINE WEST VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3696014	427	11779	8086	674	\$12,061.34

Vendor: VITA MINUTOLI & BENEDETTO MINUTOLI

Purchaser: NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS VITA LOUISE MINUTOLI	2024	\$690,000	\$12,061.34	\$0.00	\$12,061.34

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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 IMPROVED VALUE:	\$760,000
SITE VALUE:	\$690,000
CURRENT LAND TAX CHARGE:	\$12,061.34

Notes to Certificate - Land Tax

Certificate No: 68135007

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, 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 set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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 = \$2,790.00

Taxable Value = \$690,000

Calculated as \$2,250 plus (\$690,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 68135007

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: 68135007

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



HARRY KLONIS

Your Reference: LD:71377764-014-9.MINUTOLI

Certificate No: 68135007

Issue Date: 02 JAN 2024

Land Address: 1 AINSWORTH STREET SUNSHINE WEST VIC 3020

Lot	Plan	Volume	Folio
427	11779	8086	674

Vendor: VITA MINUTOLI & BENEDETTO MINUTOLI

Purchaser: NA NA

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 68135007

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 68135003

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: 68135003

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Harry Klonis
LEVEL 4, 256 QUEEN STREET
MELBOURNE 3000

Client Reference: MINUTOLI

NO PROPOSALS. As at the 2th January 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1 AINSWORTH STREET, SUNSHINE WEST 3020
CITY OF BRIMBANK

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

Date of issue: 2th January 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71377764 - 71377764101615 'MINUTOLI'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1 AINSWORTH STREET

SUBURB: SUNSHINE WEST

MUNICIPALITY: BRIMBANK

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 40 Reference E1

DATE OF SEARCH: 2nd January 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness



Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

RESIDENTIAL RENTAL RENEWAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

PART A—GENERAL

1. Date of Agreement

This is the date the agreement is signed **28th July 2022**

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Rental Provider

Address of premises **1 Ainsworth Street, Sunshine West VIC 3020**

3. Rental Provider's details

Full name or company name of rental provide **B. Minutoli**

Rental Provider's Agent details

Full name: Bells Real Estate

Address: 14 Devonshire Road Sunshine Vic 3020

Phone number: 9300 9000

ABN: 34 928 121 155

Email address: reception@bellsrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter's details

Each renter that is a party to the agreement must provide their details here.

Full name of renter **Garth Talagi**

Current address **12 McCoubrie Avenue, Sunshine West VIC 3020**

Full name of renter **Chrystal Monamai**

Current address **12 McCoubrie Avenue, Sunshine West VIC 3020**

5. Length of the agreement

Fixed term agreement

Start date **28th July 2022**

(this is the date the agreement starts and you may move in)

End date **27th of July 2023**

6. Rent

Rent amount (\$) **\$1625.00**

(payable in advance)

To be paid per calendar month

Day rent is to be paid **28th day of each month** commencing on the **28th of July 2022**.

There will be a rent increase of \$43.00 per calendar month commencing on 28th of July 2022. The new rent amount will be \$1625.00 per calendar month.

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Tenant(s) Initials

GT CM

Bond amount (\$) **\$1582.00**

Date bond payment due **28/07/2021**

PART B—STANDARD TERMS

8. Rental provider's preferred methods of payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.
(rental provider to tick available methods of rent payment)

BPAY Centrepay

Payment details [*BPAY details will be provided separately*]

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
The rental provider must complete this section before giving the agreement to the renter.
reception@bellsrealestate.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(renter to tick as appropriate)

yes no

Full name of renter **Garth Talagi**
Phone number **0405 026 987**
Email address **gting-ting@hotmail.com**

Full name of renter **Chrystal Monamai**
Phone number **0450 779 863**
Email address **lolo_4431@hotmail.com**

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

Emergency contact name: Bells Real Estate Sunshine Emergency contact phone number: 9300 9000
Emergency contact email address: reception@bellsrealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, in regard to the condition report and taking account fair wear & tear.

Tenant(s) Initials GM gl

12. **Owners corporation**

- Do owners corporation rules apply to the premises?
(rental provider to tick as appropriate)
 yes no

If yes, the rental provider must attach a copy of the rules to this agreement.

13. **Condition report**

- The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)
 The condition report has been provided.

PART C—SAFETY-RELATED ACTIVITIES

14. **Electrical safety checks**

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. **Gas safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. **Smoke alarm safety activities**

- (a) The rental provider must ensure that—
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
 - (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. **Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent

Tenant(s) Initials CM g

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E—ADDITIONAL TERMS

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

[nil]

32. Signatures

This agreement is made under the Act.


Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider/s

Full name or company name of rental provider/agent: **Bells Real Estate**

Signature  Date: 20/4/22

Renter/s

Signature  Date: 19.04.2022

Full name of renter **Garth Talagi**

Signature  Date: 19.04.2022

Full name of renter **Chrystal Monamai**

Tenant(s) Initials CM. gl

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vita Louisa Minutoli
Benedetto Dominic Minutoli
Vendor

CONTRACT OF SALE OF REAL ESTATE

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