

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 46 Vernon Crescent SUNSHINE WEST VIC 3020

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

31

Section

Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Bells Real Estate
14 Devonshire Road SUNSHINE VIC 3020

Tel: (03) 9300 9000

Ref: Tan Truong Email: tan@bellsrealestate.com.au

VENDOR

Shane Andrew Roberts and Katie Louise Roberts

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Victorian Real Estate Conveyancing Pty Ltd
of 179 Mt Alexander Road, Flemington VIC 3031

Tel: 03 9372 6181

Ref: 24/5246 Email: dale@vrec.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
5814/652	1160	LP 11042

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
46 Vernon Crescent Sunshine West Vic 3020

GOODS SOLD WITH THE LAND (general condition 2.3(f))

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

PAYMENT (general condition 11)

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

GST (general condition 13)

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

Not Applicable

If this is a sale of a 'farming business' or '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 (general condition 10)

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

LEASE (general condition 1.1)

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

Not Applicable

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

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

Not Applicable

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Acceptance of title

General condition 12.4 is added:

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

2. Special condition 2 – Electronic conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Planning Scheme and any other Town Planning Acts or Schemes.

4. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

5. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

6. Land Tax

As at the 1st of January 2024, the Purchaser will not be required to pay any of the Vendor's Land Tax by way of adjustment at settlement and the Vendor accepts full responsibility for any outstanding Land Tax.

7. Auction (if applicable)

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

8. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

9. FIRB Approval

The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

This warranty and indemnity do not merge on completion of this contract.

10. Property and Description

The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the costs of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

11. Notices from Day of Sale

The Purchaser shall assume responsibility for and comply with all notices, orders or directions served, given or made in respect of the property sold on or after the day of sale.

12. Default Interest

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of fifteen per centum per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the purchaser to the vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the vendor under this Contract or otherwise

13. Rates Certificate

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received. Furthermore the purchaser will be deemed in default of the contract if the purchasers representative is unable to provide updated certificates to verify the basis of the statement of adjustments.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

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

MONEY

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by

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

12. Stakeholding

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the

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

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

28. Default not remedied

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

GUARANTEE and INDEMNITY

I/We,..... of

and of

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

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

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

this day of 20.....

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

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

VENDORS STATEMENT

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

Vendor:	Shane Andrew Roberts and Katie Louise Roberts
----------------	---

Property:	46 Vernon Crescent SUNSHINE WEST VIC 3020
------------------	---

VICTORIAN REAL ESTATE CONVEYANCING PTY LTD

Tel: 03 9372 6181

Fax: 03 9372 6182

Email: info@vrec.com.au

Ref: 24/5246

SECTION 32 STATEMENT
46 VERNON CRESCENT SUNSHINE WEST VIC 3020

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Contained in the attached certificates

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

The Purchaser should conduct their own due diligence

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - *Not Applicable*

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
46 VERNON CRESCENT SUNSHINE WEST VIC 3020

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
46 VERNON CRESCENT SUNSHINE WEST VIC 3020

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
46 VERNON CRESCENT SUNSHINE WEST VIC 3020

DATE OF THIS STATEMENT

[] / [] /20 []

Name of the Vendor

Shane Andrew Roberts and Katie Louise Roberts

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

x

Register Search Statement - Volume 5814 Folio 652

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 05814 FOLIO 652

Security no : 124113628524N
Produced 22/03/2024 12:18 PM

LAND DESCRIPTION

Lot 1160 on Plan of Subdivision 011042.
PARENT TITLE Volume 05018 Folio 413
Created by instrument 1509658 23/09/1932

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SHANE ANDREW ROBERTS
KATIE LOUISE ROBERTS both of 46 VERNON CRESCENT SUNSHINE WEST VIC 3020
AR275233U 24/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT382205K 29/06/2020
WESTPAC BANKING CORPORATION

COVENANT 1509658 23/09/1932

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 LP011042 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: 46 VERNON CRESCENT SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

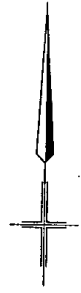
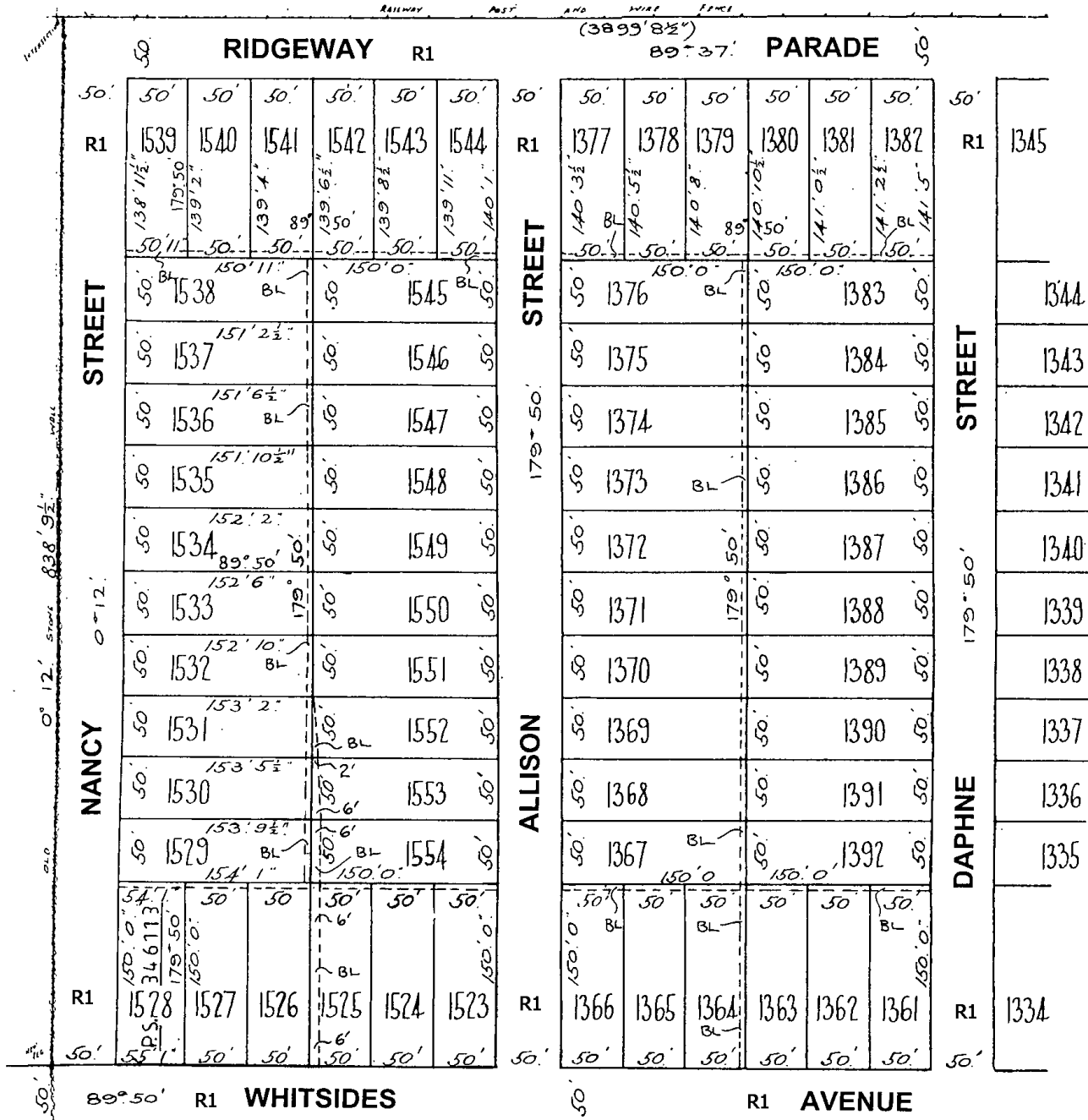
eCT Control 16977H ST GEORGE BANK
Effective from 29/06/2020

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 22/03/2024, for Order Number 83387984. Your reference: 24/5246.

LP 11042

20 SHEETS
SHEET 3



SEE SHEET 4

SEE SHEET 8

SEE SHEET 9

LP 11042

PARADE R1

RIDGEWAY R1

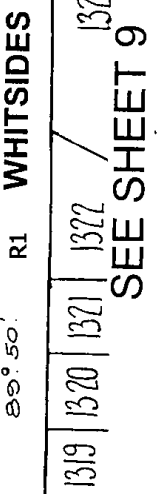
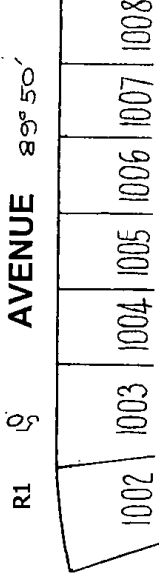
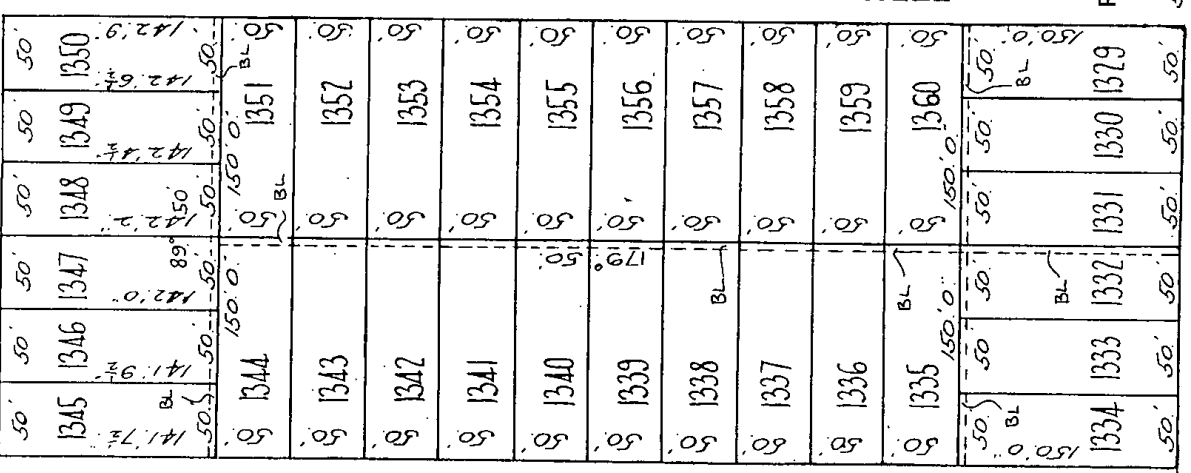
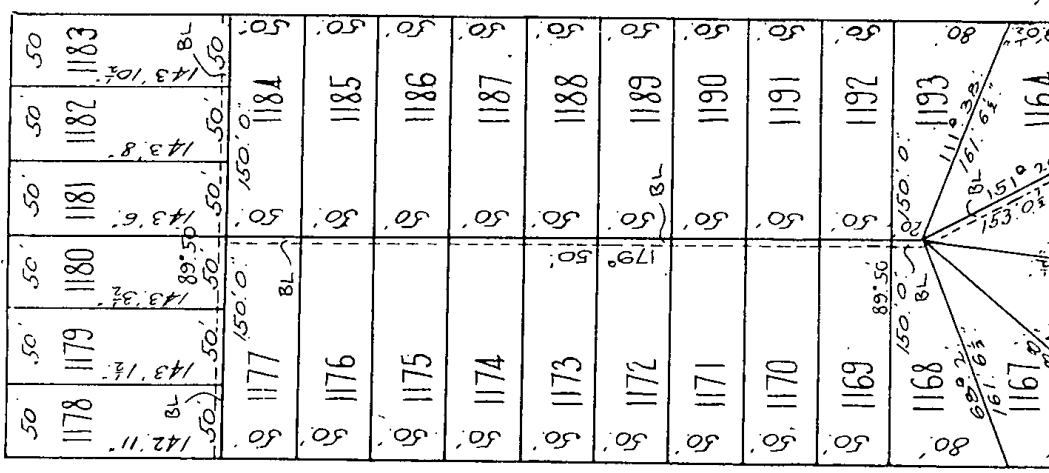
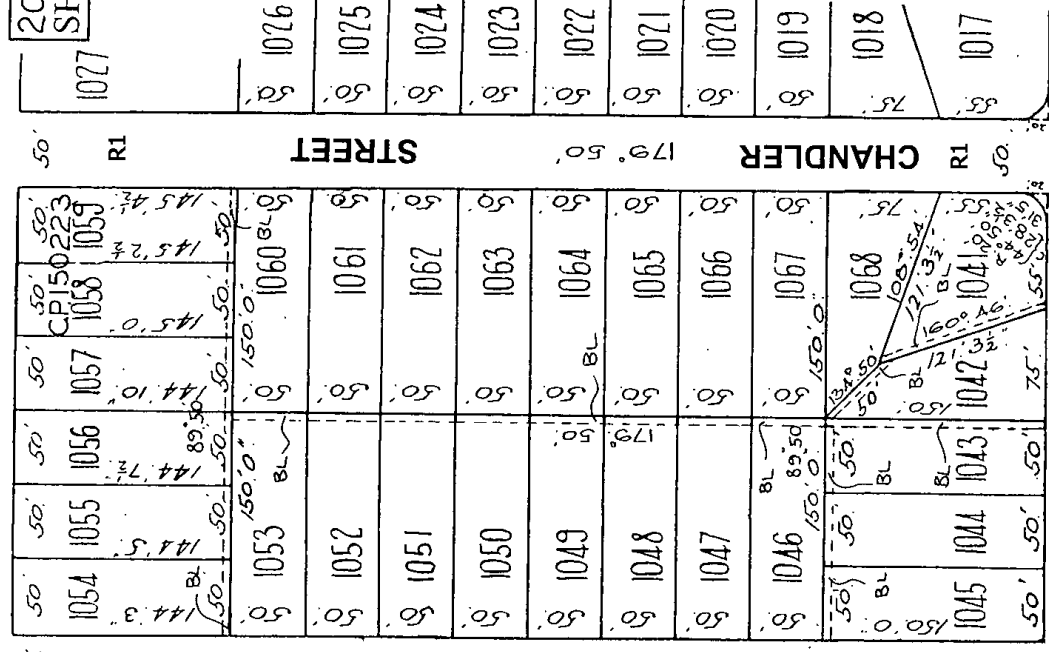
89° 37'

3699 (8±)

20 SHEETS
SHEET 4

SEE SHEET 5

SEE SHEET 3



SEE SHEET 11

SEE SHEET 10

SEE SHEET 9

LP 11042

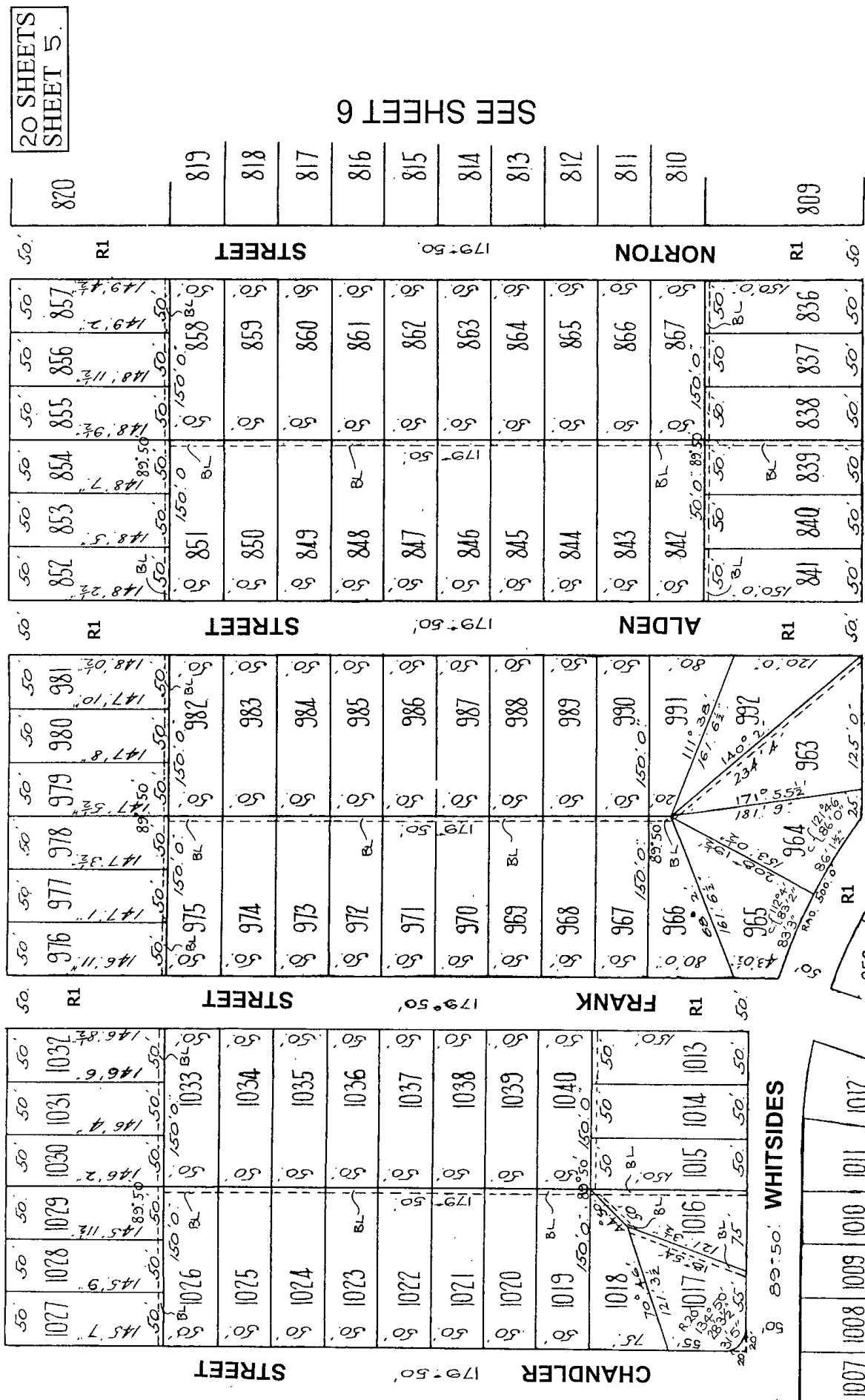
20 SHEETS
SHEET 5

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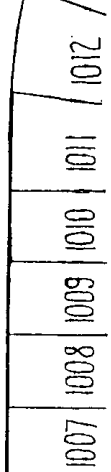
SEE SHEET 6

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SEE SHEET 13



WHITSIDES



SEE SHEET 11

SEE SHEET 12

SEE SHEET 13

AVENUE

SEE SHEET 6

SEE SHEET 5

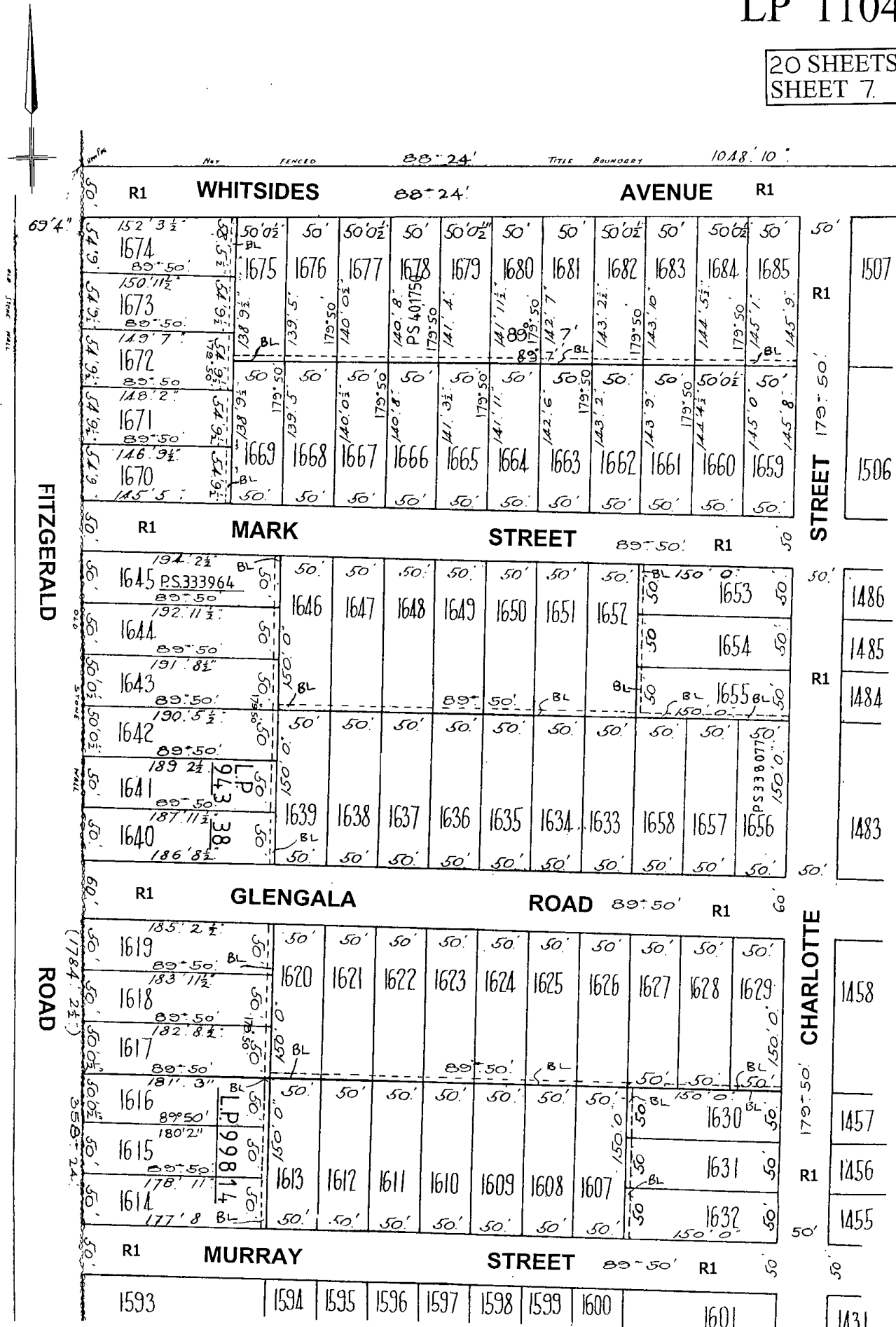
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LP 11042

20 SHEETS
SHEET 7.



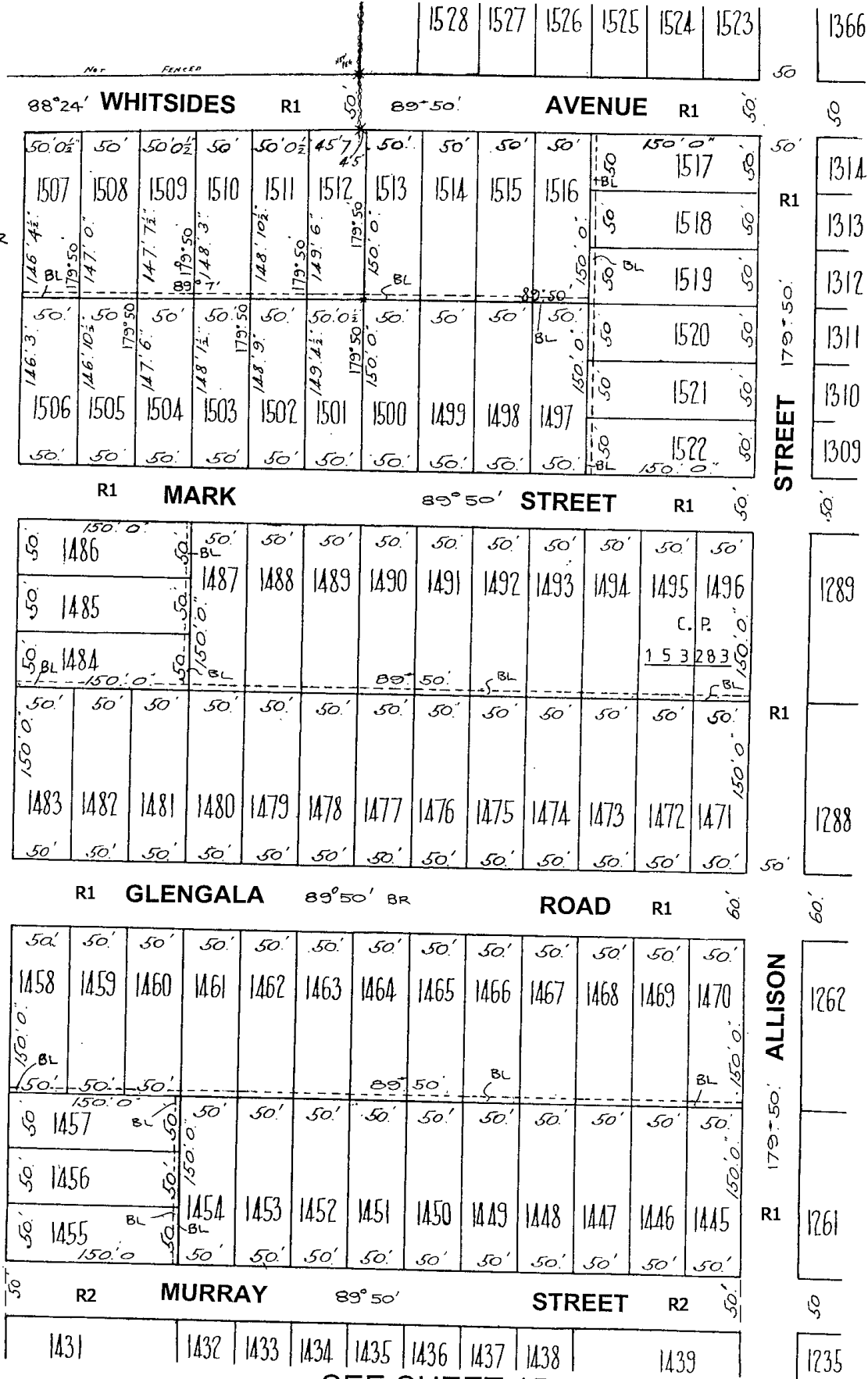
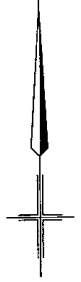
SEE SHEET 8

SEE SHEET 15

LP 11042

20 SHEETS
SHEET 8.

SEE SHEET 3



SEE SHEET 7

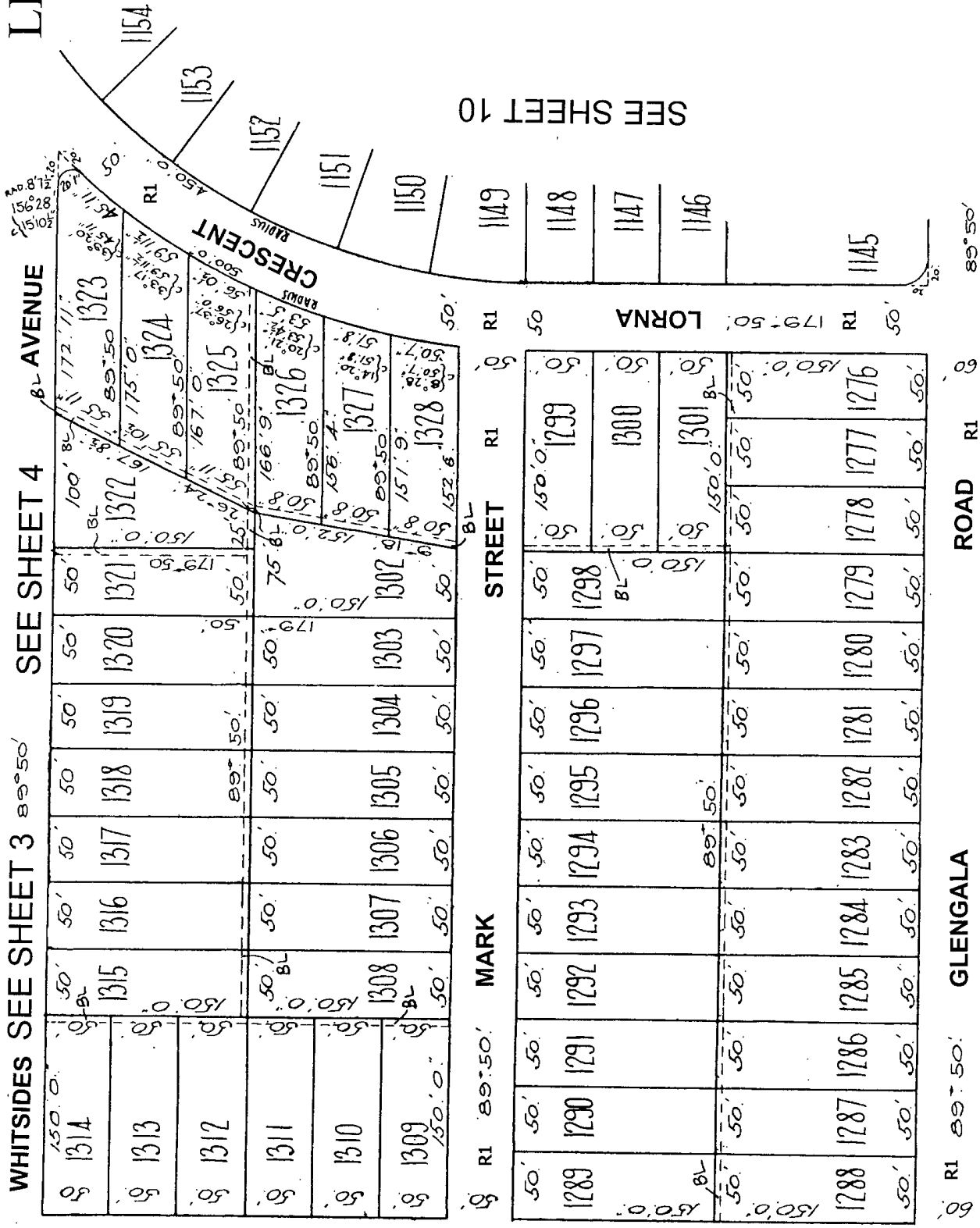
SEE SHEET 9

SEE SHEET 16

SEE SHEET 15

LP 11042

20 SHEETS
SHEET 9



SEE SHEET 10

SEE SHEET 4

SEE SHEET 3

SEE SHEET 8

SEE SHEET 16

STREET 179° 50' 50' BR
ALLISON STREET 179° 50' 50' BR
MARK
STREET
ROAD
GLENGALA
1129

1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1299	1298	1297	1296	1295	1294	1293	1292	1291	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276
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SEE SHEET 4

AVENUE

LP 11042

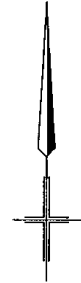
20 SHEETS
SHEET 10.

WHITSIDES

STREET

1002

1001



SEE SHEET 11

SEE SHEET 9

CRESCENT

CRESCENT

LORNA

RESERVE No.1
FOR RECREATION

VERNON

GLENGALA

ROAD

1129

1130

1131

1132

1133

1134

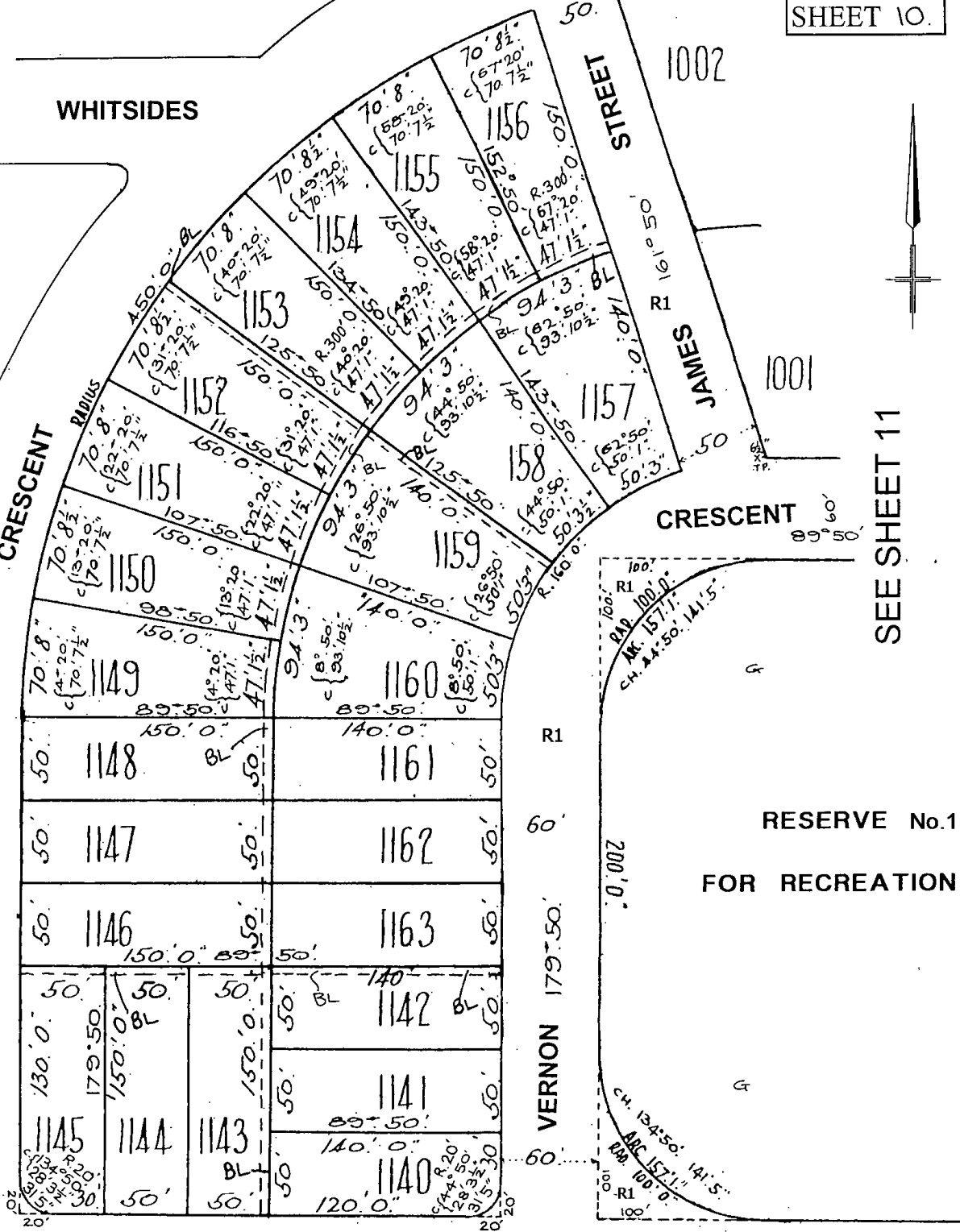
1135

1136

1137

SEE SHEET 17

179° 50'



LP 11042

20 SHEETS
SHEET 11

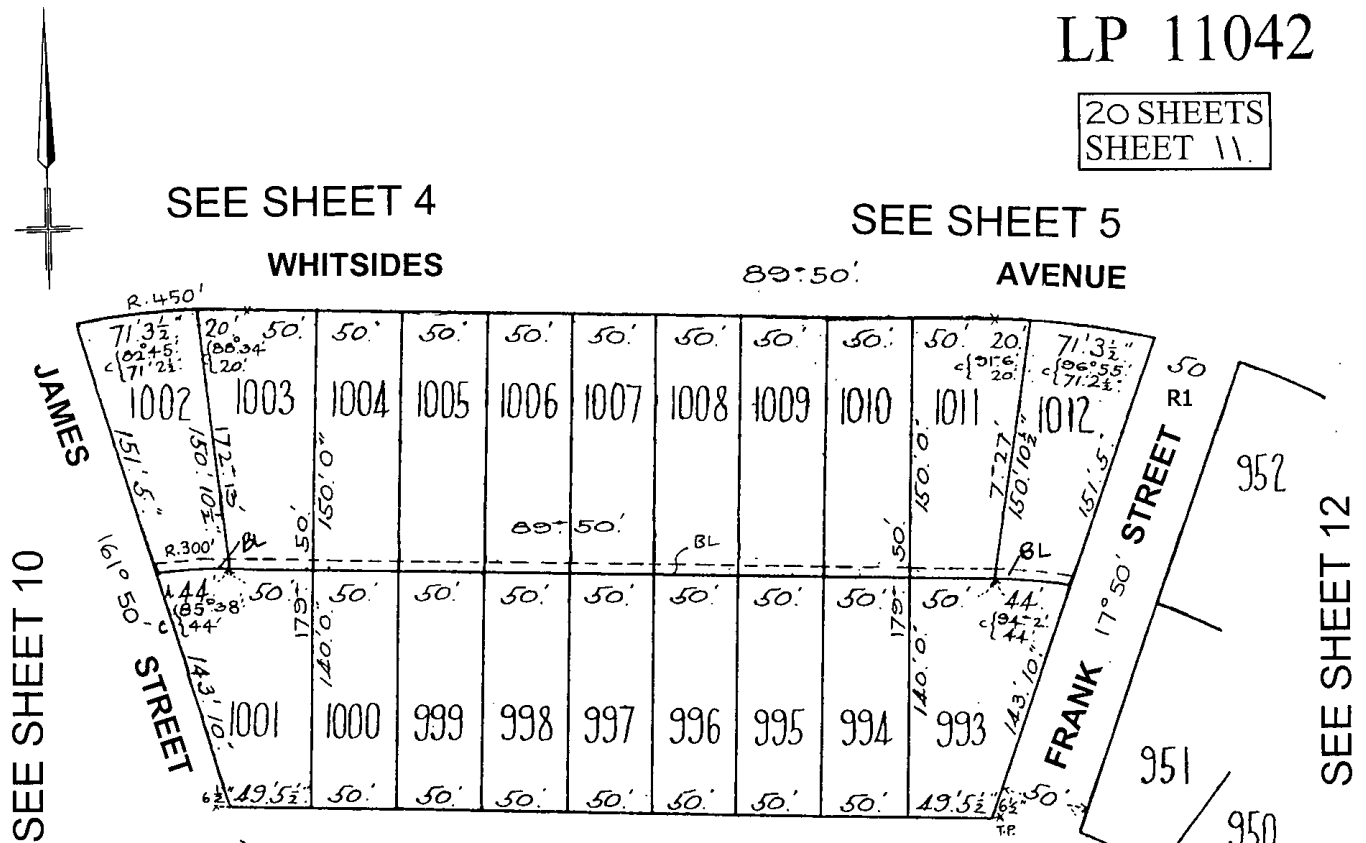
SEE SHEET 4

SEE SHEET 5

WHITSIDES

89°50'

AVENUE



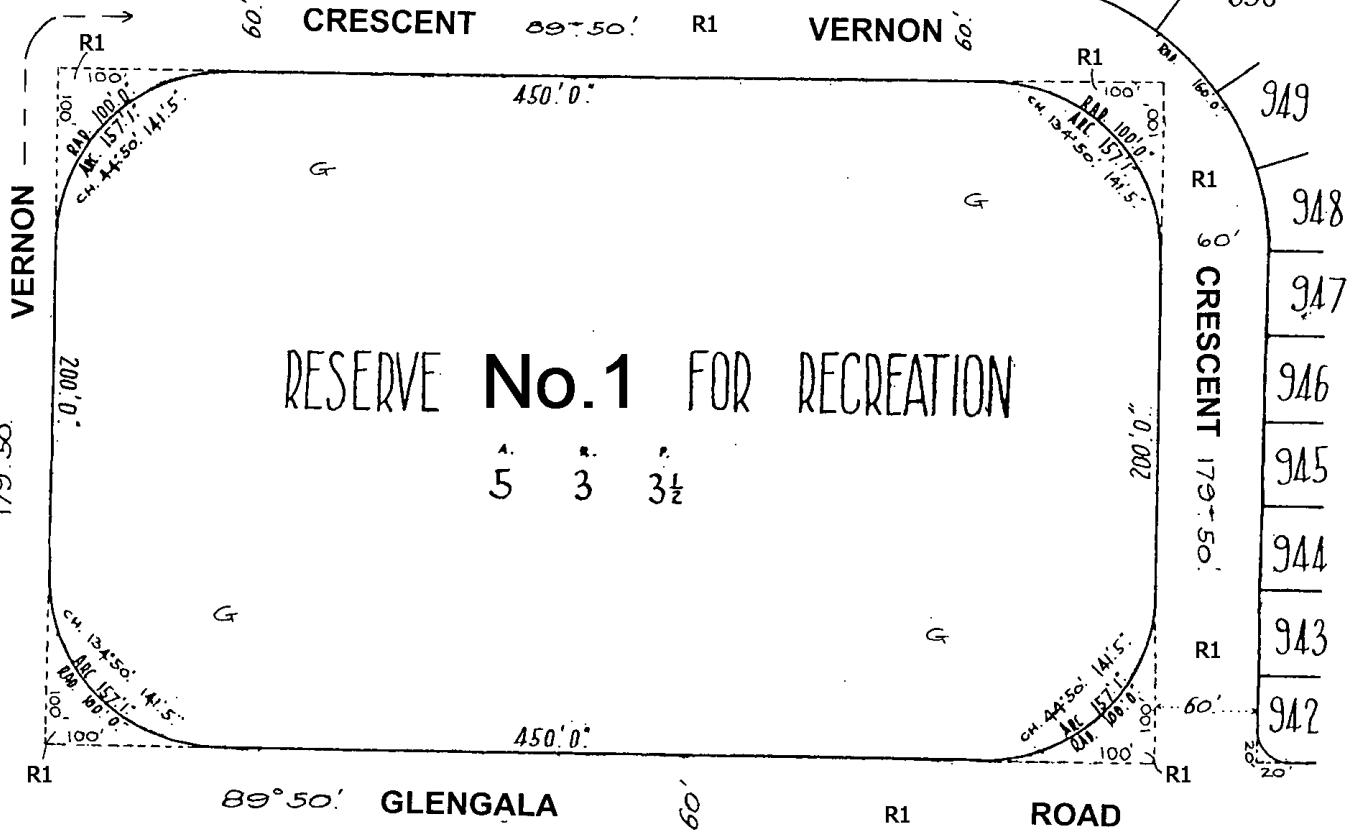
SEE SHEET 10

SEE SHEET 12

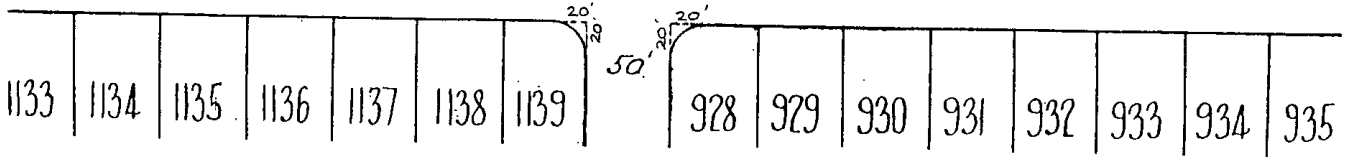
60' CRESCENT 89°50' R1 VERNON 60'

RESERVE No.1 FOR RECREATION

5 3 3½



89°50' GLENGALA ROAD R1



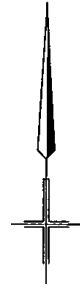
SEE SHEET 17

SEE SHEET 18

LP 11042

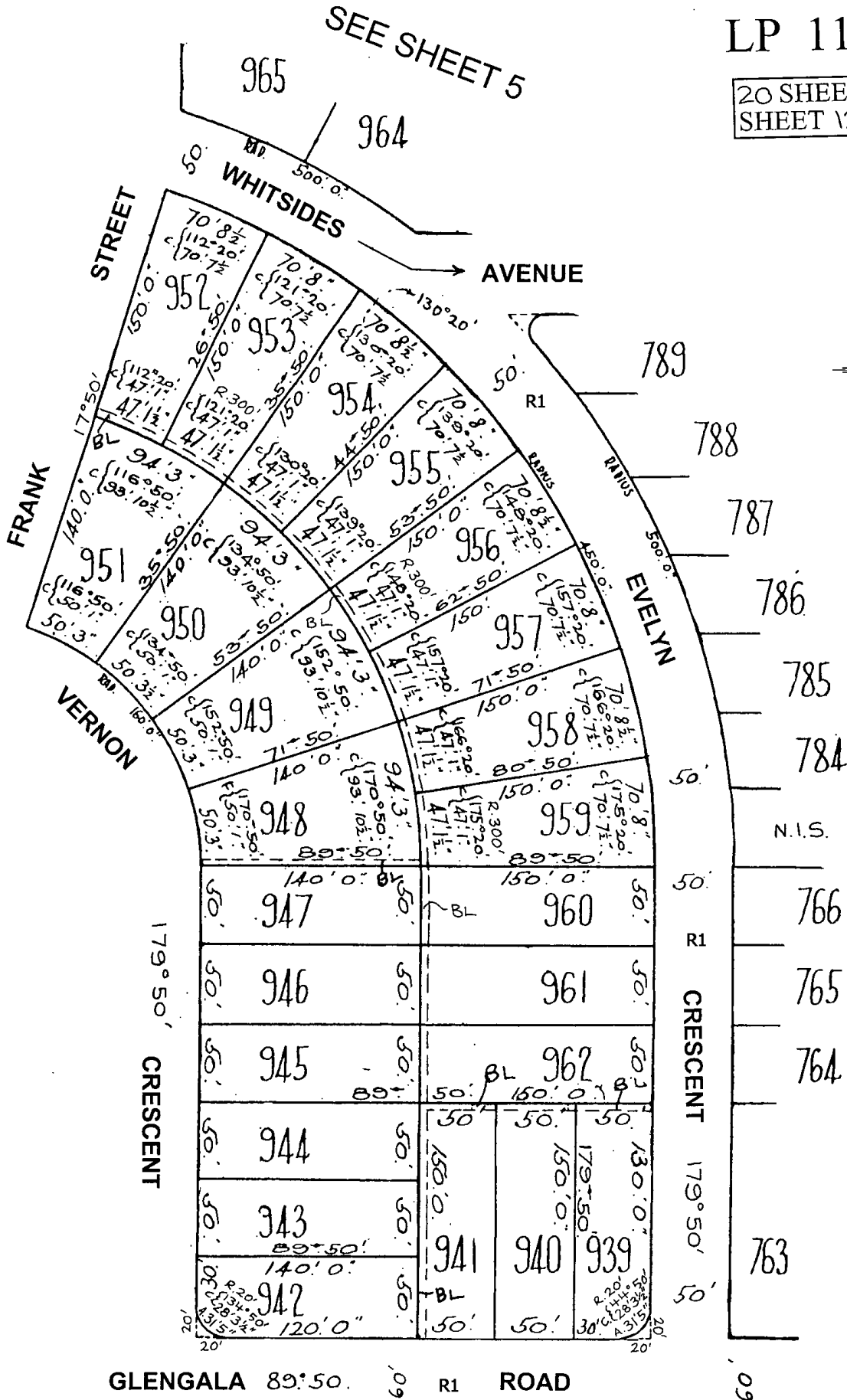
20 SHEETS
SHEET 12.

SEE SHEET 5

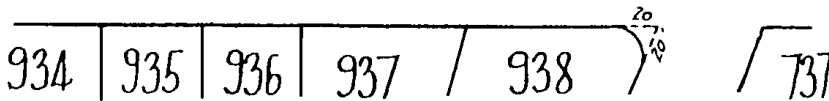


SEE SHEET 13

SEE SHEET 11



GLENGALA 89°50' 09 R1 ROAD 09



SEE SHEET 18

SEE SHEET 5

SEE SHEET 6

LP 11042

WHITSIDES

89' 50"

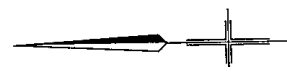
AVENUE

15' 10 1/2
8' 7 1/2
123' 11"
172' 11"

20 SHEETS
SHEET 13.

SEE SHEET 12

SEE SHEET 14



CRESCENT

EVELYN 179' 50"

789	790	791	792	793	794	795	796	797	798	799	800	801	802	803
172' 11"	100'	50'	50'	50'	50'	50'	50'	50'	150' 0"	150' 0"	150' 0"	150' 0"	150' 0"	150' 0"
153° 20'	153° 16'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'	179° 50'
89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"	89' 50"

N.I.S. L.P. 84436

N.I.S. 89' 50"

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N.I.S. 89' 50"

737	738	739	740	741	742	743	744	745	746	747	748	749	750	543
60'	60'	60'	60'	60'	60'	60'	60'	60'	60'	60'	60'	60'	60'	60'

SEE SHEET 19

GLENGALA

R1

89' 50"

ROAD

R1

60'

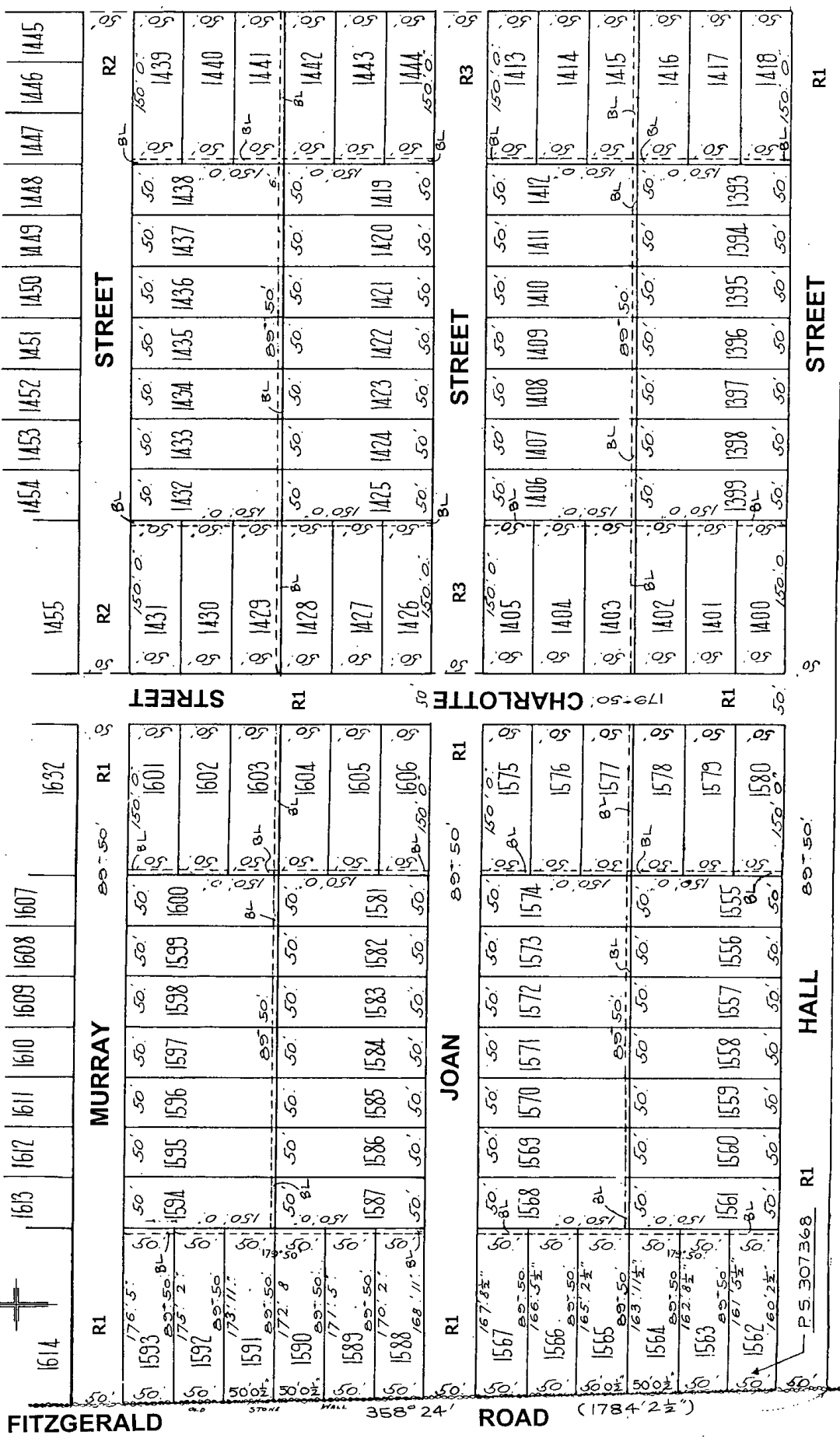
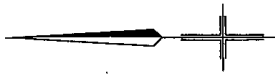
LP 11042

20 SHEETS
SHEET 15

SEE SHEET 7

SEE SHEET 8

SEE SHEET 16



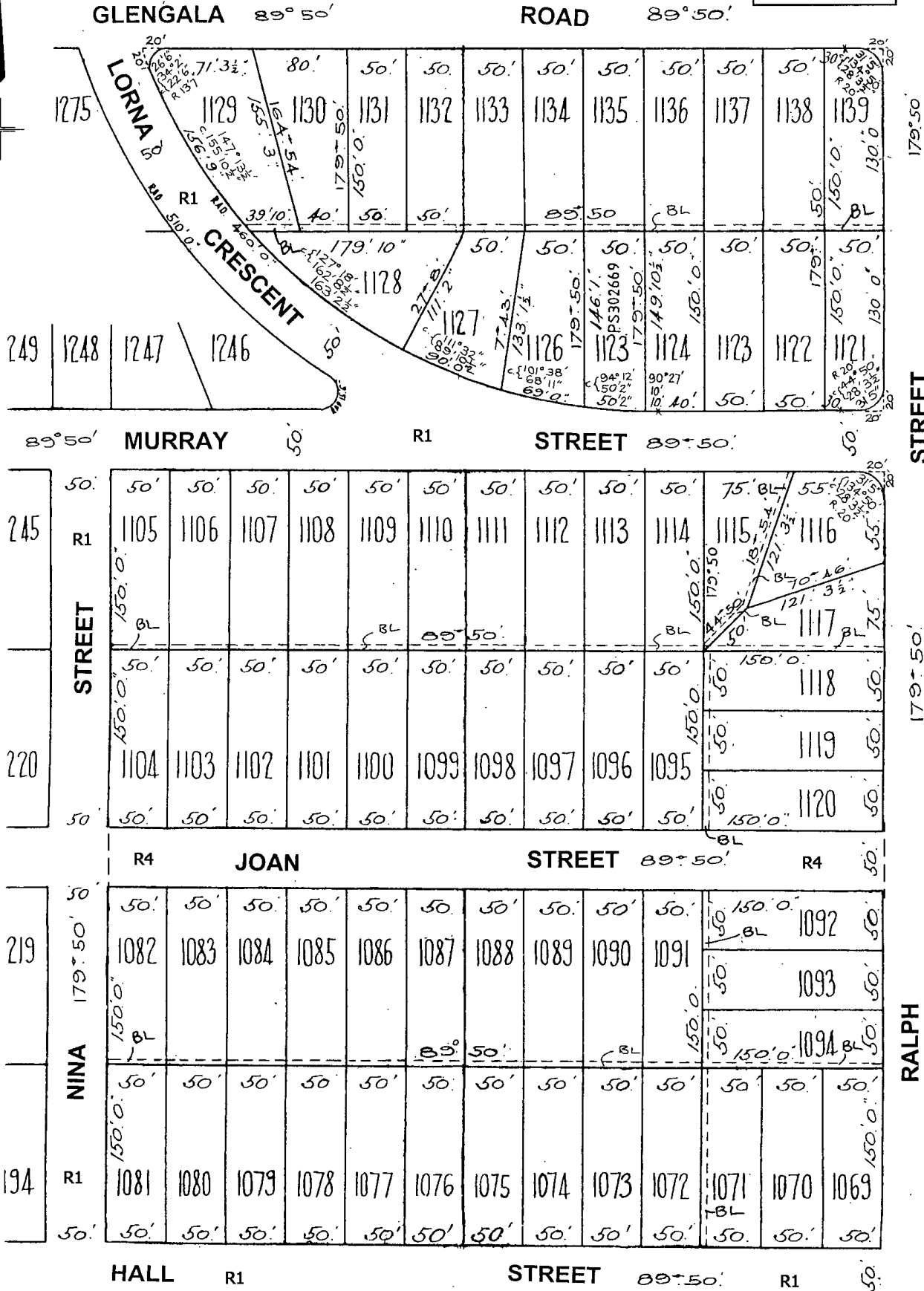
P.S. 307368 R1

LP 11042

SEE SHEET 10

SEE SHEET 11

20 SHEETS
SHEET 17.



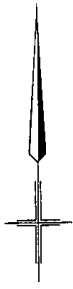
SEE SHEET 16

SEE SHEET 18

LP 11042

20 SHEETS
SHEET 19

SEE SHEET 13



GLENGALA ROAD 89° 50'

938	737	738	739	740	741	742	743	744	745	746	747	748	749	750
920	734	733	732	731	730	729	728	727	726	725	724	723	722	721
919	705	706	707	708	709	710	711	712	713	714	715	716	717	718
894	704	703	702	701	700	699	698	697	696	695	720	719	718	717
893	679	680	681	682	683	684	685	686	687	688	689	690	691	692
868	678	677	676	675	674	673	672	671	670	669	693	694	693	694

MURRAY R1 STREET 89° 50' R1 50'

919	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720
894	704	703	702	701	700	699	698	697	696	695	720	719	718	717	716	715

R1 JOAN STREET 89° 50' R1 50'

893	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694
868	678	677	676	675	674	673	672	671	670	669	693	694	693	694	693	694

HALL R1 STREET 89° 50' 50'

SEE SHEET 18

SEE SHEET 14

STREET

179° 50'

SEE SHEET 20

179° 50'

DINNELL

215
128
The Registrar of Titles
Please register this transfer
Dated 13 August 1932.

Vincent Nolan B.A. LL.B.
Solicitor
440 Little Collins Street
MELBOURNE

1509658

3268196

FREE
27
T.O.

L. paid

VICTORIA
TRANSFER OF LAND

O. O. T.
35 SEP 1932

R.S. No. 3260573

L1.



STAMP DUTY
23 SEP 1932
VICTORIA

Sheets

5018
413 ft
Under an acre
E - The cut
in T. 1509658
M.M.
3/1/32

Sp
2.11.32
Ex. diag. dit.
10.11.32

H. SCOTT PROPRIETARY LIMITED (in liquidation) of 440 Little Collins Street Melbourne 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 NINETY-FIVE POUNDS paid to it by SARAH GIBBS of 244 Princess Street Kew Married Woman HEREBY TRANSFERS to the said Sarah Gibbs All its estate and interest in ALL THAT piece of land being Lot 1160 on Plan of Sub-division No. 11042 lodged in the Office of Titles and being part of Crown Portion 6 Section 10 Parish of Derrimut County of Bourke and being part of the land contained in Certificate of Title Volume 5018 Folio 1003413 and the said Sarah Gibbs hereby for herself her heirs executors administrators and transferees covenants with the said H. Scott Proprietary Limited (in liquidation) its successors and transferees the registered proprietor or proprietors for the time being of the land remaining untransferred in the said Certificate of Title that she or they will not excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or sand from the said land hereby transferred except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land hereby transferred to be used for the manufacture or winning of bricks tiles or pottery ware and it is intended that this covenant shall be set out as an encumbrance at the foot of the Certificate of Title to be issued in respect of the said lot hereby transferred and every part thereof and shall run with the said lot..

DATED the 20th day of Sept 1932.

THE COMMON SEAL of H. SCOTT PROPRIETARY LIMITED (in liquidation) was hereunto affixed in the presence of and by the authority

[Signature]
[Signature]

Liquidators



SIGNED by the said SARAH GIBBS in Victoria in the presence of

[Signature]

Sarah Gibbs

ENCUMBRANCES REFERRED TO

IMAGED

amw
26.9.32

DATED the _____ day of _____ 1932

H. SCOTT PTY. LTD.
(in liquidation)

to

MRS. S. GIBBS

TRANSFER

Vincent Nolan B.A. LL.B.
Solicitor
440 Little Collins Street
MELBOURNE.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 23 rd - DAY OF September 1932.	TO Sarah Gibbs.	1509658 ✓

A. E. Gooch

ASSISTANT REGISTRAR OF TITLES.

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 5018 FOL 1003413 ✓

dy

A. E. Gooch

ASSISTANT REGISTRAR OF TITLES



Planning Certificate



PROPERTY DETAILS

Property Address: 46 VERNON CRESCENT SUNSHINE WEST VIC 3020
Title Particulars: Vol 5814 Fol 652
Vendor: SHANE ANDREW ROBERTS, KATIE LOUISE ROBERTS
Purchaser: N/A

Certificate No: 123435076

Date: 25/03/2024
Matter Ref: 24/5246
Client: Victorian Real Estate Conveyancing



MUNICIPALITY

BRIMBANK



PLANNING SCHEME

BRIMBANK PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BRIMBANK CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



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

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

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

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BRIMBANK PLANNING SCHEME

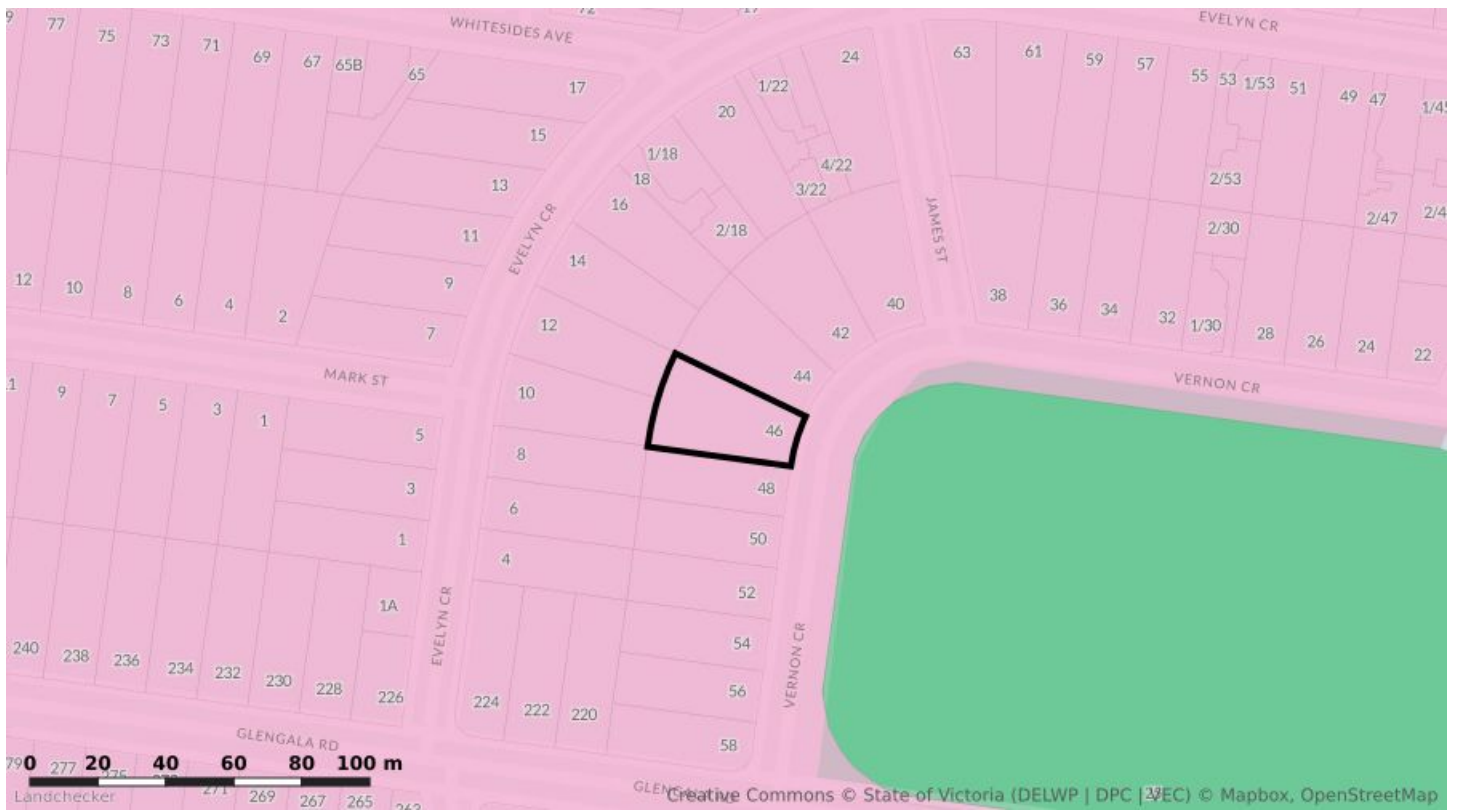
RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for the approval of the Development Plan and Environmental Management Plan required under Schedule 12 to the Development Plan Overlay and for planning permits required under the Heritage Overlay and Schedule 3 to the Design and Development Overlay which relate to the Melbourne Airport Rail Link project.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PLANNING ZONES MAP**



ZONING

- C1Z - COMMERCIAL 1 ZONE
- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- PPRZ - PUBLIC PARK AND RECREATION ZONE

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

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property
Suite 1, level 3, 550 Bourke Street
MELBOURNE 3001

Client Reference: 83387984-123435077

NO PROPOSALS. As at the 22th March 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®.

46 VERNON CRESCENT, SUNSHINE WEST 3020
CITY OF BRIMBANK

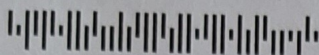
This certificate is issued in respect of a property identified above. VicRoads expressly disclaims liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 22th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72255686 - 72255686125234
'83387984-123435077'

2023-24 Valuation and Rate Notice for the Period 01 July 2023 to 30 June 2024



MR S A & MS K L ROBERTS
 15 MIRAMS STREET
 ASCOT VALE VIC 3032



023
 I022360
 R3_9187

Tax Invoice

Assessment No. 0776708

Date of Issue 22 Aug 2023

Rate Enquiries

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

Property 46 VERNON CRESCENT SUNSHINE WEST VIC 3020
 LOT 1160 PLN 11042

AVPCC 110 : Detached Dwelling

Valuations

Capital Improved Value	\$790,000
Site Value	\$740,000
Net Annual Value	\$39,500

Valuation Effective Date

1 January 2023

Council Rates and Charges

	Amount
Residential 0.0017387 cents in the \$ on CIV	\$1,373.57
Municipal Charge	\$81.75
140ltr Environmental Charge x 1	\$361.03
240ltr Green Waste Charge x 1	\$109.95
Public Amenities Cleansing Levy	\$85.80
Annual Council Rates and Charges 2023/2024	\$2,012.10

Fire Services Property Levy

Fire Service Levy Residential Rate 0.000046 cents in the \$ on CIV	\$36.34
Fire Service Levy Residential Charge	\$125.00

Credit Balance -\$0.26

Balance of 2023 - 2024 Rates and Charges \$2,173.18

The Fire Service Property Levy is collected for the State Government. They do not form part of Council revenue.

Arrears Due Immediately Amount Payable	Due Date

Instalment 1 Amount Payable	Due Date
PAID 24/9/23 to Brimbank website \$544.18	receipt! 30 Sep 2023

Instalment 2 Amount Payable	Due Date
\$543.00	30 Nov 2023

Instalment 3 Amount Payable	Due Date
\$543.00	29 Feb 2024

Instalment 4 Amount Payable	Due Date
\$543.00	31 May 2024

Late payments will attract interest at 10%

Payments made on or after 10 August 2023 may not have been deducted from this account.

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

Online
 Visit the Brimbank City Council website
www.brimbank.vic.gov.au
 *additional charges may apply

e To have your notices emailed
 Register at brimbank.enotices.com.au
 Reference No: 9D98D05F4Z

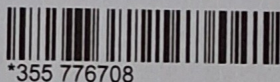
B PAY
 Biller Code: 93948
 Ref: 0000 0776 708
 Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account

Post Billpay
 Billpay Code: 0355
 Ref: 776708
 Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay

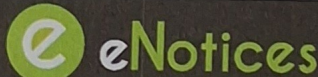
Arrears/Instalment Amount Payable
\$544.18

More info: bpay.com.au

BPAY View - View and pay this bill using internet banking.
 BPAY View Registration No.: 0000 0776 708



*355 776708



GO TO BRIMBANK.ENOTICES.COM.AU

Register now at
brimbank.enotices.com.au

Reprinted Notices

To view and reprint your notices register at brimbank.enotices.com.au



Thank you for choosing Direct Debit. This bill is for information purposes only. The amount due will be debited from your nominated bank or credit union account on the due date of this bill. Should you wish to postpone this transaction please phone 13 44 99 providing four (4) working days notice to the date due. If a transaction is dishonoured, bank charges may be incurred and added to your next bill.

S A & K L ROBERTS
15 MIRAMS STREET
ASCOT VALE VIC 3032



My account number is

1215 1391 5118

Invoice No. T657134597

Service Address 46 Vernon Crescent Sunshine West
Lot 1160 Plan 11042

Issue Date 17 Feb 2024

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support (8.30am-5.00pm Mon-Fri)
Credit Card Payments & Balances (24 hours) 13 44 99

Interpreter Service (03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au

Account summary

	PREVIOUS BILL	\$148.53
	RECEIVED	\$148.53
	BALANCE	\$0.00
	NETWORK CHARGES	\$118.99
	OTHER CHARGES	\$29.54
	TO BE DEBITED	\$148.53

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



Details of charges - Residential

Previous Bill

Previous Bill \$148.53

Payments Received

15/12/2023 -\$148.53

 **BALANCE FORWARD** \$0.00

Network Charges

	Charge Period	Charge \$
Water Network Charge	(01/01/2024 to 31/03/2024)	\$51.60
Sewerage Network Charge	(01/01/2024 to 31/03/2024)	\$67.39

 **TOTAL NETWORK CHARGES** \$118.99

Other Charges

	Charge \$
Waterways & Drainage Charge (01/01/2024 to 31/03/2024)	\$29.54

 **TOTAL OTHER AUTHORITIES' CHARGES** \$29.54

 **FINAL TOTAL, PLEASE PAY THIS AMOUNT** \$148.53

Visit gww.com.au or call 13 44 99 for more details about these charges.

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.

Learn more at melbournewater.com.au/wwdc

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 4

CCSEML_240216211657A.PRO>BILL_vDEC23.10>19/02/24>08:33:19>---

Service Address: 46 Vernon Crescent Sunshine West

DATE PAID	AMOUNT PAID	RECEIPT NO
-----------	-------------	------------

My account number is
1215 1391 5118



Direct Debit:

Visit gww.com.au or call 13 44 99



Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001



Credit Card:

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit gww.com.au to view our support options.



	Bill Code: 8789
	Ref: 1215 1391 5118

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

	Billpay Code: 0362
	Ref: 1215 1391 5118

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 121513915118

Caring for Country and community

I hope you've been able to spend some time outside this summer enjoying our region's local waterways and green, open spaces. Our vision is that the way we deliver water services to your home will protect and restore our region's natural environment.

This vision is part of our commitment to healing and caring for Country. Recently, we've been working on projects that contribute to this vision, like supporting native vegetation projects. We're also generating electricity across our sites, ensuring we're on track to reach net zero by 2030.

These projects help make our region a great place to live for the community. We've also been supporting our community by preparing for bushfire season together and through hearing water stories from local school children in the National Water Week poster competition.

While delivering trusted water services to your home is our core purpose, we will do this while protecting our natural environment for us all to enjoy now, and in the future.

Maree



Maree Lang
Managing Director
Greater Western Water



Volunteers in the Kensington Stockyard Food Garden

Bush foods thriving at community garden

The Kensington Stockyard Food Garden is a place for the community to gather and grow their own food, deepening their connection to the local environment. The garden contributes to the area's biodiversity and part of the space is allocated to indigenous plants.

This year, the garden received local community sponsorship as part of our Thriving Communities program. Our Thriving Communities grants and sponsorship program funds local projects that bring people together, run by organisations who share our commitment to community and Country.

Using the grant, the Kensington Stockyard Food Garden will grow a wider range of indigenous bush foods.

Dean Stewart, a Wemba Wemba-Wergaia man, is lending his expertise to this project. Dean has worked on local cultural, conservation and education projects for almost 20 years.

His work strengthens people's connection to their community and its history, through an understanding of the environment, culture and identification of indigenous plants. This work will be continued into 2024 with more indigenous food workshops at the garden, hosted by Belinda Williams from Ceres.

Programs such as these further our commitment to reconciliation outcomes by increasing understanding and respect for First Nations heritage, histories, cultures and rights.

How to prepare for your new billing experience

We're making some exciting changes that will give you more control and flexibility to manage your water account online, anytime. From early 2024, your current online account will be replaced with your new account, My GWW.

To ensure the security and safety of your information, we'll be asking you to re-register for your new My GWW account once it launches.

Now is a great time to make sure your details are up to date. The information you provide when registering

for your new My GWW account must match the details listed on your current account.

Log in to your account to check your details are up to date and make sure your mobile number is correct.

For more information visit gww.com.au/billexperience



Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past, present and emerging.

Our net zero commitment

We're committed to reaching net zero carbon emissions by 2030, restoring environmental health and heading towards zero waste. We're working on lots of projects to help us achieve these goals, like using clean bioenergy at our Melton Recycled Water Plant in our waste-to-energy trial. The project treats liquid

food waste and generates renewable electricity, which helps to power our Melton Recycled Water Plant and contributes to 900 tonnes of emission reductions a year.

Keep up to date with our net zero journey at [gww.com.au/netzero](https://www.gww.com.au/netzero)



Our Melton Recycled Water Plant



GWW Chief Operating Officer, Michael Wootten and Anafrid at the CIO50 Awards

Rising star recognised at 2023 CIO50 Awards

An essential part of the work we do is to create a safe digital environment for our customers and community. Leading this work is Anafrid, the head of our Technology, Security and Property team. Recently, Anafrid won the Next CIO award at the 2023 CIO50 Awards, reflecting the exceptional work she is doing to ensure our customers' data stays safe.

We partner with industry experts and the government to protect your information.

Together we make sure you can securely pay your bills and access your accounts online. Next year we're launching a new online account and introducing multi-factor authentication, which adds an extra layer of security to your information.

Anafrid and her team help us all stay safe online. Learn more at [gww.com.au/risingstarrecognised](https://www.gww.com.au/risingstarrecognised)

Get prepared for bushfire season

We work hard to be prepared for fire season but despite this, we can't always guarantee a reliable water supply, pressure or quality during a bushfire.

These disruptions may be caused by extreme demand from firefighters and residents, or damage to our equipment.

There are things you can do to be prepared for a bushfire:

- don't rely on the mains water supply, have alternative water sources available
- keep enough drinking water in an emergency kit for all family members, including your pets
- register your mobile number with us so we can keep you informed at [gww.com.au/contact](https://www.gww.com.au/contact)

For more information visit [gww.com.au/bushfires](https://www.gww.com.au/bushfires)



Announcing this year's National Water Week competition winners

We're celebrating this year's National Water Week poster competition winners, who creatively interpreted this year's theme, "United by Water" and highlighted the importance of water in bringing individuals and communities together.

The competition saw 800 poster submissions from 35 schools and centres in our service area. This year, student posters showcased water saving tips, connected communities, the importance of water and the need to protect it.

Read all about the competition and our winners at

[gww.com.au/nationalwaterweek2023](https://www.gww.com.au/nationalwaterweek2023)



Tips for saving water all year round

In September 2023 the Bureau of Meteorology declared an El Niño, which means we can expect hotter and drier weather conditions. Our water stores, like dams and reservoirs, can fall quickly in dry conditions. Help save our precious drinking water during the warmer months by:

- fixing leaky appliances, like taps or toilets
- putting mulch on your garden beds to reduce evaporation

- reusing water from washing veggies to water your plants
- covering your pool to avoid evaporation
- using a hose with a trigger nozzle when watering your garden.

Learn more about saving water at

[gww.com.au/savingwaterathome](https://www.gww.com.au/savingwaterathome)



Contact us

Call **13 44 99**

Visit [gww.com.au](https://www.gww.com.au)

 @greaterwesternwater

 @greaterwesternwater

 @GWW/IC

 @greaterwesternwater

Property Clearance Certificate

Land Tax



VICTORIAN REAL ESTATE CONVEYANCING VIA DYE &
DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 83387984:123435078

Certificate No: 73481798

Issue Date: 25 MAR 2024

Enquiries: SXS14

Land Address: 46 VERNON CRESCENT SUNSHINE WEST VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
5938640	1160	11042	5814	652	\$3,090.00

Vendor: KATIE ROBERTS & SHANE ROBERTS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SHANE ANDREW ROBERTS	2024	\$740,000	\$3,090.00	\$0.00	\$3,090.00

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
---------------------	------	------------------	------------------	-------

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: \$790,000

SITE VALUE: \$740,000

CURRENT LAND TAX CHARGE: \$3,090.00

Notes to Certificate - Land Tax

Certificate No: 73481798

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 by the Commissioner 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$3,090.00

Taxable Value = \$740,000

Calculated as \$2,250 plus (\$740,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 73481798

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: 73481798

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



VICTORIAN REAL ESTATE CONVEYANCING VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 83387984:123435078

Certificate No: 73481798

Issue Date: 25 MAR 2024

Land Address: 46 VERNON CRESCENT SUNSHINE WEST VIC 3020

Lot	Plan	Volume	Folio
1160	11042	5814	652

Vendor: KATIE ROBERTS & SHANE ROBERTS

Purchaser: FOR INFORMATION PURPOSES

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: 73481798

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 by the Commissioner 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.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. 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.
10. 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.
11. 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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 73481798</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 73481798</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Due Diligence Checklist



What you need to know before buying a residential property

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

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.

Rural properties

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