



ESSEN

Residential | Commercial | Conveyancing

CONTRACT OF SALE OF REAL ESTATE

VENDOR: HANG TONG TAN

PROPERTY: 59 LORRAINE DRIVE, BURWOOD EAST VIC 3151

Essen Property Services

Address: Unit 1108, 665 Chapel Street, SOUTH YARRA VIC 3141

Telephone: 0452 110 869

Email: info@essenpropertyservices.com.au

Our Reference: 2303004

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

Contract of Sale of Real Estate

Property Address: 59 Lorraine Drive, Burwood East VIC 3151

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:

1. Particulars of sale; and
2. Special conditions, if any; and
3. General conditions (which are in standard form: see general condition 6.1)

in that order of priority.

The Vendor's Statement required by section 32(1) of the *Sale of Land Act 1962* is attached to and forms part of this contract.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period

Section 31 of the *Sale of Land Act 1962*

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

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

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

EXCEPTIONS:

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales

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

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

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

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

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 the Vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act, and a copy of the full terms of this contract.

The authority of a person signing:

1. under power of attorney; or
2. as director of a corporation; or
3. 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 29/04/2023

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

Junyi Lu and or Nominee

State nature of authority, if applicable:

SIGNED BY THE PURCHASER 2:

.....
..... on/...../2023

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 32 of the *Sale of Land Act* 1962.

SIGNED BY THE VENDOR:



.....
..... on 29/04/2023

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

Hang Tong Tan

State nature of authority, if applicable:

SIGNED BY THE VENDOR 2:

.....
..... on/...../2023

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

State nature of authority, if applicable:

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

PARTICULARS OF SALE

Vendor's Estate Agent

Name: **McGrath**

Address: G01/712 Station Street, Box Hill VIC 3128

Phone: 03 9889 8800 /

Fax:

Email: allanfang@mcgrath.com.au

Ref: Allan Fang

Vendor

Name: **Hang Tong Tan**

Address:

ABN/ACN:

Email:

Vendor 2

Name:

Address:

ABN/ACN:

Email:

Vendor's Legal Practitioner

Name: **Essen Property Services**

Address: Unit 1108, 665 Chapel Street, SOUTH YARRA VIC 3141

Phone: 0452 110 869

Fax:

Email: info@essenpropertyservices.com.au

Ref: 2303004

29/04/2023

Purchaser

Name:

Junyi Lu and or Nominee

Address:

86 Liverpool Road, Liverpool Queensland 4011

ABN/ACN:

Email:

lujunyi2000@yahoo.com

Purchaser's Legal Practitioner

Name:

Vstar lawyers and consultant

Address:

8/460 Burke Street, Melbourne Victoria 3001

Phone:

0452187178

Fax:

Email:

tracy@vstarlawyers.com.au

Ref:

Tracy chen

29/04/2023

Land (general conditions 7 and 13)

The land is described in the table below:

Certificate of Title reference		being lot	on plan
Volume 08656	Folio 472	27	PS073612
Volume	Folio		
Volume	Folio		
Volume	Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is:
59 Lorraine Drive, Burwood East VIC 3151

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

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

Payment

Price \$1,230,000 ...

Deposit \$123,000 ... by 01/05/2023 (of which \$0 has been paid)

Balance \$1,107,000 ... payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

(NOT APPLICABLE AT AUCTION)

Bank guarantee

General condition 16 applies only if the box is checked

(NOT APPLICABLE AT AUCTION)

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a

'going concern' then add the words 'farming business' or 'going concern' in this box



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

Settlement (general conditions 17 and 26.2)

is due on 03/07/2023

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

- the above date; or
- 14 days after the Vendor gives notice in writing to the Purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- a lease for a term ending on/...../..... with options to renew, each of years
- OR
- A residential tenancy for a fixed term ending on/...../.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount: no more than \$..... Approval date:/...../.....

Building report

General condition 21 applies only if the box is checked

(NOT APPLICABLE AT AUCTION)

Pest report

General condition 22 applies only if the box is checked

(NOT APPLICABLE AT AUCTION)

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

Special Conditions



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SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 In the interpretation of this Contract, unless the context otherwise requires:
- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
 - (b) the singular includes the plural and vice versa and words of one gender include the other genders;
 - (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
 - (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
 - (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (f) a person includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
 - (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
 - (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
 - (i) a reference to include or including means includes, without limitation, or including, without limitation, respectively;
 - (j) anything includes each part of it;
 - (k) any reference to time in this Contract is a reference to time in Melbourne; and
 - (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.
- 1.2 All monetary amounts are in Australian dollars.
- 1.3 A party which is a trustee is bound both personally and in its capacity as a trustee.
- 1.4 "Including" and similar expressions are not words of limitation.
- 1.5 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down that provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

2 DEFINITIONS

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

- (a) **Authority and Government Agency** include government or any public, statutory, governmental, semi-governmental, local governmental, administrative, fiscal or judicial body, department, commission, tribunal, agency or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

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- (b) **Balance** means the amount of money or percentage of the Price described in the Particulars of Sale.
- (c) **Bank** means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- (d) **Building Act** means the *Building Act 1993* (Vic).
- (e) **Building Law** means the *Building Act*, the *Building Regulations 2018* (Vic), the National Construction Code, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.
- (f) **Building Regulations** means the *Building Regulations 2018* (Vic).
- (g) **Business Day** means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Victoria.
- (h) **Claim** includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so.
- (i) **Contract** means this contract of sale of real estate and includes the Particulars of Sale, General Conditions, Special Conditions (if any), Vendor's Statement and any annexures or schedules attached to it.
- (j) **Day of Sale** means the date upon which both the Vendor and the Purchaser signed the Contract.
- (k) **Deposit** means the amount of money described as the deposit in the Particulars of Sale.
- (l) **Electronic Conveyancing National Law** means the *Electronic Conveyancing (Adoption of National Law) Act 2013* (Vic).
- (m) **Electronic Network Operator** has the meaning given in the *Electronic Conveyancing National Law*.
- (n) **Estate Agent** means the estate agent (if any) appointed by the Vendor as stated in the Particulars of Sale.
- (o) **FIRB** means the Foreign Investment Review Board as appointed by the Treasurer of Australia and includes the Federal Minister who administers the Government's foreign investment policy under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (p) **FIRB Approval** means a statement that there are no objections, a certificate, consent, approval or notification made under the Foreign Investment Legislation which allows the Purchaser (or Nominated Purchaser), who is a Foreign Person, to acquire the Property.
- (q) **Foreign Investment Legislation** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth), the *Foreign Acquisitions and Takeovers Fees Imposition Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Fees Imposition Regulations 1975* (Cth) or any other legislation.
- (r) **Foreign Person** has same meaning given to that term in the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the *Foreign Acquisitions and Takeovers Regulations 1989* (Cth).
- (a) **Goods** means the plant, equipment, goods, fixtures and fittings listed in the Particulars of Sale, or as contained in the Goods Schedule (if any).
- (b) **Guarantee and Indemnity** means a guarantee and indemnity in the form contained in Annexure A.
- (c) **Guarantor** means the guarantor named in the Guarantee and Indemnity.
- (d) **Land** means the lot referred to in the description of the Land in the Particulars of Sale.
- (e) **Law** includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future).
- (f) **Legal Practitioner** includes a conveyancer who is a licensee within the meaning of the *Conveyancers Act 2006* (Vic).

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- (g) **Liabilities** means liabilities (whether actual, contingent or prospective), losses, damages, outgoing, costs (including legal costs and accounting costs on an indemnity basis) and any expenses, whether or not ascertained, including any liability for any Tax.
- (h) **Outgoings** means any rates, taxes, assessments and other outgoing which apply to the Land and includes insurance premiums and fees of the Body Corporate but excludes any supplementary rates or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
- (i) **Particulars of Sale** means the particulars of sale attached to and forming part of this Contract.
- (j) **Price** means the amount of money described as the Price in the Particulars of Sale.
- (k) **Property** means the Land and any Goods sold in this Contract.
- (l) **Purchaser or Purchasers** means the person or persons described as the Purchaser in the Particular of Sale and includes the Purchaser's successors and assigns as permitted under this Contract.
- (m) **Purchaser's Legal Practitioner** means the Legal Practitioner for the Purchaser stated in the Particulars of Sale.
- (n) **Sale of Land Act** means the *Sale of Land Act 1962 (Vic)*.
- (o) **Settlement or Settlement Date** means the date on which this Contract is actually completed by the parties.
- (p) **Tax** means any tax, levy, charge, impost, fee, deduction, withholding or duty, including any transaction duty or any goods and services tax (including GST), value added tax or consumption tax, which is imposed or collected by a Government Agency, except where the context requires otherwise. This includes any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts.
- (q) **Vendor or Vendors** means the person or persons described as the Vendor in the Particulars of Sale and includes the Vendor's successors and assigns as permitted under this Contract.
- (r) **Vendor's Legal Practitioner** means the Legal Practitioner for the Vendor stated in the Particulars of Sale.
- (s) **Vendor's Statement** means the statement given by the Vendor under section 32 of the *Sale of Land Act*.

3 AMENDMENTS TO GENERAL CONDITIONS

- 3.1 The Purchaser and the Vendor agree that if there is any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions will prevail and have priority.
- 3.2 General Condition 6.1 is amended by adding after 'warrants that' the words ', except to the extent that they are amended by the Special Conditions'.
- 3.3 General Conditions 6.2-6.7 (inclusive), 9, 15, 16, 21, 22 and 29 do not apply to this Contract.
- 3.4 General Condition 17.1(b)(i) is amended to read: "provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and".
- 3.5 General Conditions 23.2 (b) and (c) are deleted.
- 3.6 A new General Condition 23.4 is inserted (with words to the following effect):
- "23.4 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the *Land Tax Act 1958 (Vic)*, all such adjustments made in relation to the land tax must be adjusted on a multiple holding basis.";

3.7 A new General Conditions 25.13 is added (with words to the following effect):

“25.13. General Condition 25 will not merge on settlement.”

3.8 General Condition 28.3 is amended to read: “The Purchaser may enter the property at reasonable times and following prior written notice to the Vendor to comply with that responsibility where action is required before the settlement. The Purchaser must use its reasonable endeavors not to disrupt the use and occupation of the property by the Vendor and indemnified the Vendor for any loss, claim or damage suffered by the Vendor as a consequence of the Purchaser exercising its rights under this general condition’.

3.9 General Conditions 31.4, 31.5 and 31.6 are deleted.

3.10 The following new paragraph is added at the end of General Condition 32:

“The Purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:

- (a) All costs associated with obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under and existing Mortgage over the property calculated from the Due Date;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) The Vendor’s legal cost and expenses as between the Vendor’s Legal Practitioner incurred due to the breach, including the cost of issuing any default notice agreed at \$1,000.00 plus GST for each notice; and
- (e) Any costs, expenses and penalties payable by the Vendor to a third party through any delay in completion of the Vendor’s purchase.”

4 WHOLE AGREEMENT

4.1 This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

4.2 The Purchaser warrants that the Purchaser relies entirely upon the Purchaser’s own inspection of and searches and enquiries in connection with the Land and that except as is provided in this Contract or the Vendor’s Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor’s Estate Agent or the Vendor’s Legal Practitioner.

5 RECEIPT OF VENDOR’S STATEMENT

5.1 The Purchaser acknowledges that before signing this Contract, the Purchaser received a signed Vendor’s Statement, which complies with the requirements of section 32 of the *Sale of Land Act*.

5.2 The Purchaser warrants that it will not make any objection, requisition or claim or rescinding, terminating or delaying settlement of this Contract because of any matter included in the Vendor’s Statement.

6 PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

7 IDENTITY OF LAND

7.1 Without limiting the generality of General Condition 7, the Purchaser admits, agrees and accepts that:

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- (a) any boundary fence or wall is correctly located on the title boundary of the Land; and
 - (b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

7.2 The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of any matters referred to in special condition 7.1.

8 ACCEPTANCE OF THE PROPERTY

8.1 The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its development;
- (c) the Land and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale; and
- (d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Land or the Goods.

8.2 The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

8.3 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance with the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

8.4 The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 8.

9 GUARANTEE AND INDEMNITY

9.1 If the Purchaser or any substitute Purchaser under this contract is or includes a company not listed on a recognized Australian Stock Exchange then at least two directors of the Purchaser (or if the Purchaser is a sole director company, then the sole director) must execute the Guarantee and Indemnity on the Day of Sale.

9.2 If the Purchaser or any substitute Purchaser is a trustee or is acting in the capacity of a Trustee, then the signatory must execute the Guarantee and Indemnity on the Day of Sale and the signatory is personally liable for the due performance of the Purchaser's obligation as if the signatory were the Purchaser in the case of a default by the Purchaser.

10 NOMINATION

10.1 The Purchaser may nominate a substitute or an additional Purchaser under General Condition 4, they may do so no later than 14 days before the Settlement Date, provided that:

- (a) Duly executed nomination documents by the Purchaser and the Nominated Purchaser complying with all laws and in a form reasonably required by the Vendor are provided to the Vendor's Legal

Practitioner; and

- (b) A statement signed by the Purchaser and the nominee that the nominee is not a Foreign Person or the nominee has obtained FIRB Approval for this Purchaser if the nominee is a Foreign Person.
- 10.2 If the Purchaser nominates a substitute or additional Purchaser, the Purchaser and any guarantor(s):
- (a) Remains personally liable for the due performance of all of the Purchaser's obligations under this Contract; and
 - (b) Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.
- 10.3 If the Purchaser nominates a substitute or additional Purchaser and that Purchaser is a company which is not listed on a recognized Australian Stock Exchange, then the Vendor may require that at least two directors of the Nominated Company (or if the Nominated Company is sole director company, then the sole director) must execute the Guarantee and Indemnity at the time of the nomination.
- 10.4 If the Purchaser nominates a trust, then the Vendor may require that the signatory on behalf of the trust to execute the Guarantee and Indemnity at the time of the nomination.
- 10.5 If the words 'going concern' are inserted in the GST clause in the Particulars of Sale, the Nominated Purchaser must if requested by the Vendor sign a deed with the Vendor on terms acceptable to the Vendor which notes inter alia, that parties agree that the Contract is the supply of a going concern and the Nominated Purchaser warrants that prior to Settlement it will be registered for GST purposes.
- 10.6 The cost of such nomination are fixed at \$400.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the Vendor's Legal Practitioner before such nomination is accepted and, in any event, before or as a condition of Settlement.

11 FIRB

- 11.1 The Purchaser warrants that one of the following apply:
- (a) the Purchaser:
 - (i). is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract or for the purchase of the Land; and
 - (ii). does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with any foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
 - (b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.
- 11.2 If the warranty in special condition 11.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.
- 11.3 This special condition 11 will not merge on the transfer of the Land but will continue to have full force and effect.

12 STAMP DUTY

- 12.1 The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.
- 12.2 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land ("**Proportions**").

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- 12.3 If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.
- 12.4 The Purchasers must indemnify the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.
- 12.5 This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

13 JOINTLY AND SEVERALLY

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

14 DELIVERY OF TRANSFER OF LAND AND ASSESSMENT OF DUTY

- 14.1 If the instrument of transfer is not delivered in accordance with General Condition 6 (duly executed by the Purchaser):
- (a) The Vendor is not required to complete this contract until 5 Business Days after it receives the instrument of transfer; and
 - (b) The Purchaser is deemed to be in default in payment of the Balance and must pay interest from the Settlement Date until the date settlement occurs.
- 14.2 The Vendor must create and complete its section of the State Revenue Office Digital Duties Form on Duties Online and send the invitation to the Purchaser to complete the form as soon as practicable prior to the Settlement Date. The Purchaser must complete the State Revenue Office Digital Duties Form at least 5 Business Days prior to the Settlement Date. If the Purchaser does not complete the State Revenue Office Digital Duties Form at least 5 Business Days prior to the Settlement Date or the Purchaser unsigned the State Revenue Office Digital Duties Form within the period that is 5 Business Days prior to the Settlement Date:
- (a) The Vendor is not required to complete this contract until 5 Business Days after the State Revenue Office Digital Duties Form is complete or re-complete where applicable; and
 - (b) The Purchaser is deemed to be in default in payment of the Balance and must pay interest from the Settlement Date until the date settlement occurs.
- 14.3 If the Purchaser is not represented by a legal practitioner, the Purchaser must, at least 5 Business Days prior to the Settlement Date, deliver to the Vendor satisfactory evidence of compliance with the Verification of Identity requirements under the *Transfer of Land Act 1958* or any other associated Law applicable to this Contract. The Purchaser indemnifies the Vendor for any losses incurred by the Vendor as a result of the Purchaser's breach of this special condition.

15 EXECUTION OF NECESSARY DOCUMENTS

Each party to this Contract shall execute and deliver all such documents, instruments and writings and shall do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

16 DEFAULT INTEREST AND COSTS

- 16.1 The words "2%" in General Condition 33 are amended to read "5%"
- 16.2 For the purposes of General Conditions 32 and 33, the Purchaser may not require the Vendor to settle this

Contract unless interest payable under this Contract is paid to the Vendor.

- 16.3 Without limiting General Condition 33, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:
- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
 - (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i). All costs associated with obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance;
 - (ii). Interest payable by the Vendor under and existing Mortgage over the property calculated from the Due Date;
 - (iii). Accommodation expenses necessarily incurred by the Vendor;
 - (iv). The Vendor's legal cost and expenses as between the Vendor's Legal Practitioner incurred due to the breach, including the cost of issuing any default notice agreed at \$1,000.00 plus GST for each notice; and
 - (v). Any costs, expenses and penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

17 DELAYED AND RESCHEDULED SETTLEMENT

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on Settlement date or requests an extension of settlement due date, the Purchaser must pay to the Vendor's Legal Practitioner an amount of \$300.00 plus GST for each reschedule representing a contraction to the Vendor's additional legal costs and disbursements.

18 FINAL INSPECTION

Except with the consent from the Vendor, the Purchaser or another person authorised by the Purchaser may only inspect the Property on one occasion during the 7 days preceeding and including the settlement date.

19 GENERAL

19.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

19.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

19.3 Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

19.4 Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

19.5 Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

19.6 Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

19.7 Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

19.8 Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

20 SPECIAL CONDITION IN RELATION TO THE COVID-19 HEALTH EMERGENCY

20.1 COVID-19 (Coronavirus Disease) -

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's Legal Practitioner by notice in writing of the period of quarantine or selfisolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

20.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above -

Then the parties agree that the following provisions shall apply:

- (i). The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii). The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii). Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv). If the Vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.

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- (v). It is an essential term of this Contract that if the Vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

21 AUCTION SALE

If the Land is offered for sale by auction, it will be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2005 (Vic)* or any rules prescribed by regulation which modify or replace those Rules.

22 SMOKE ALARMS

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the *Building Regulations* within 30 days after the completion of any contract of sale.

23 SOLAR PANELS

In the event solar panels and/or batteries are contained within the land, the Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels and/or batteries which may have been installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any such solar panels and/or batteries, save that they are owned by the Vendor and are not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease upon settlement.

GENERAL CONDITIONS

CONTRACT SIGNING

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

TITLE

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The Vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the Purchaser's right to make requisitions and inquiries.

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

7 IDENTITY OF THE LAND

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

8 SERVICES

- 8.1 The Vendor does not represent that the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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- 8.2 The Purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9 CONSENTS

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

10 TRANSFER OF DUTY

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

11 RELEASE OF SECURITY OF INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 11.2 For the purposes of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the Purchaser may request the Vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the Purchaser is given the details of the Vendor's date of birth under condition 11.2, the Purchaser must:
- (a) only use the Vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the Vendor secure and confidential.
- 11.4 The Vendor must ensure that at or before settlement, the Purchaser receives -
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that —
 - (i) the Purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the Vendor's business of selling personal property of that kind.
- 11.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal

Property Securities Register; or

- (b) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest.
- 11.9 If the Purchaser receives a release under general condition 11.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The Purchaser must advise the Vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the Purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 7.11.
- 11.13 If settlement is delayed under general condition 11.12 the Purchaser must pay the Vendor —
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay —as though the Purchaser was in default.
- 11.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The Vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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- 13.4 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.
- 13.5 The Purchaser is taken to have accepted the Vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the Purchaser has not reasonably objected to the title or reasonably required the Vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the Vendor gives the Purchaser a notice that the Vendor is unable or unwilling to satisfy the Purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the ***Transfer of Land Act 1958***.
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MONEY

14 DEPOSIT

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

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- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

15 DEPOSIT BOND

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

16 BANK GUARANTEE

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

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law,
- 18.4 The Vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by Purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser’s nominee on notification of settlement by the Vendor, the Vendors subscriber or the electronic lodgment network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19 GST

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

20 LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the Vendor.

-
- 20.2 The Purchaser may end the contract if the loan is not approved by the approval date, but only if the Purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the Purchaser if the contract is ended.

21 BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

- 21.2 The Purchaser may end this contract within 14 days from the days of sale if the Purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.

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

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

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

22 PEST REPORT

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

- 22.2 The Purchaser may end this contract within 14 days from the day of sale if the Purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.

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

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

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

23 ADJUSTMENTS

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

appropriate.

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

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

24 FOREIGN RESIDENT CAPITAL GAIN WITHHOLDING

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

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

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

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

- 24.5 The Purchaser must:

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

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

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

despite:

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the Purchaser at least 5 business days before the due date for settlement.

24.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

24.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The Purchaser must notify the Vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** at least 21 days before the due date for settlement unless the recipient is the Purchaser named in the contract.

25.3 The Vendor must at least 14 days before the due date for settlement provide the Purchaser and any person nominated by the Purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, and must provide all information required by the Purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the Purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the Vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the Vendor's entitlement to the contract *consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The Purchaser must:

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

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the

representative in accordance with this general condition on settlement of the sale of the property;

- (b) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, but only if:

- (a) so agreed by the Vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the Purchaser gives the bank cheque in accordance with this general condition 25.9, the Vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the Purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the Purchaser gives the Vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the Purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The Vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the Vendor, including breach of a warranty in general condition 25.11; or
- (b) the Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with

section 14-250 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**

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

TRANSACTIONAL

26 TIME & COOPERATION

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

27 SERVICE

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

28 NOTICES

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

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

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The Vendor carries the risk of loss or damage to the property until settlement.

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

31.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by

general condition 31.2, but may claim compensation from the Vendor after settlement.

- 31.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

- 32.1 A party who breaches this contract must pay to the other party on demand:
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.

DEFAULT

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the Purchaser:
- (a) the Purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

(c) the Purchaser may also recover any loss otherwise recoverable.

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

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

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

ANNEXURE A

GUARANTEE AND INDEMNITY

To: the within-named Vendor (Vendor)

I/We, the within-named Guarantor (Guarantor)

Acknowledge and declares that it has examined the Contract and has had full opportunity to consider its provisions before entering into this guarantee and indemnity; and

In consideration of the Vendor entering into the Contract with the within-named Purchaser at our request for the land described in the Contract for the price and upon the terms and conditions contained therein the Guarantor hereby guarantees for myself/ourselves and my/our respective executors and administrators jointly and severally covenant with the said Vendor and its assigns:

1. The Guarantor will pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor will observe and perform on demand by the Vendor all conditions, obligations and liabilities with which the Purchaser does not comply as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
6. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

8. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors or conveyancers on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
9. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more

Vendor: Hang Tong Tan

Purchaser:

IN WITNESS whereof the parties hereto EXECUTED AS A DEED on 29/04/2023

SIGNED SEALED AND DELIVERED)		
by the said)		
)		
.....)		
Print Name of Guarantor)		
in the presence of:)		
)		
.....Witness)
		Guarantor's Signature	Witness's Signature

SIGNED SEALED AND DELIVERED)		
by the said)		
)		
.....)		
Print Name of Guarantor)		
in the presence of:)		
)		
.....Witness)
		Guarantor's Signature	Witness's Signature

Vendor Statement


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

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

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

Land	59 LORRAINE DRIVE, BURWOOD EAST VIC 3151
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Vendor's name	Hang Tong Tan	Date	28/04/2023
Vendor's signature	 _____		

Purchaser's name	Junyi Lu and or Nominee	Date	29/04/2023
Purchaser's signature	 _____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

28/04/2023



1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cable and underground gas pipes laid outside of any registered easements which are not registered or not required to be registered on the certificate of title. The Purchaser should make its own enquiries.

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

To the best of the Vendor’s knowledge there is no Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land, save for any matters which are disclosed in the attached certificates and copy title documentation.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

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

To the best of the Vendor’s knowledge there are no Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes, save for any matters which are disclosed in the attached certificates and copy title documentation.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

4.3 Compulsory Acquisition

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

To the best of the Vendor’s knowledge there is no Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986, save for any notices which are disclosed in the attached certificates and copy title documentation.

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

(a) A copy of the Due Diligence Checklist;
--

- (b) A copy of Registered Title Search;
- (c) A copy of Registered Plan of Subdivision;
- (d) A copy of Planning Certificate;
- (e) A copy of Planning Property Report;
- (f) A copy of Basic Property Report;
- (g) A copy of Swimming Pool Compliance Certificate;
- (h) A copy of Land Information Certificate;
- (i) A copy of Water Information Certificate;
- (j) A copy of Land Tax Certificate; and
- (k) A copy of Roads Property Certificate.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.

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

VOLUME 08656 FOLIO 472

Security no : 124104787806P
Produced 21/03/2023 07:59 AM

LAND DESCRIPTION

Lot 27 on Plan of Subdivision 073612.

PARENT TITLES :

Volume 02539 Folio 718 Volume 02734 Folio 753

Created by instrument LP073612 09/02/1967

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

HANG TONG TAN of 59 LORRAINE DRIVE BURWOOD EAST VIC 3151
AH857948T 24/03/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH857949R 24/03/2011
COMMONWEALTH BANK OF AUSTRALIA

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 LP073612 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: 59 LORRAINE DRIVE BURWOOD EAST VIC 3151

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP073612
Number of Pages (excluding this cover sheet)	1
Document Assembled	21/03/2023 08:00

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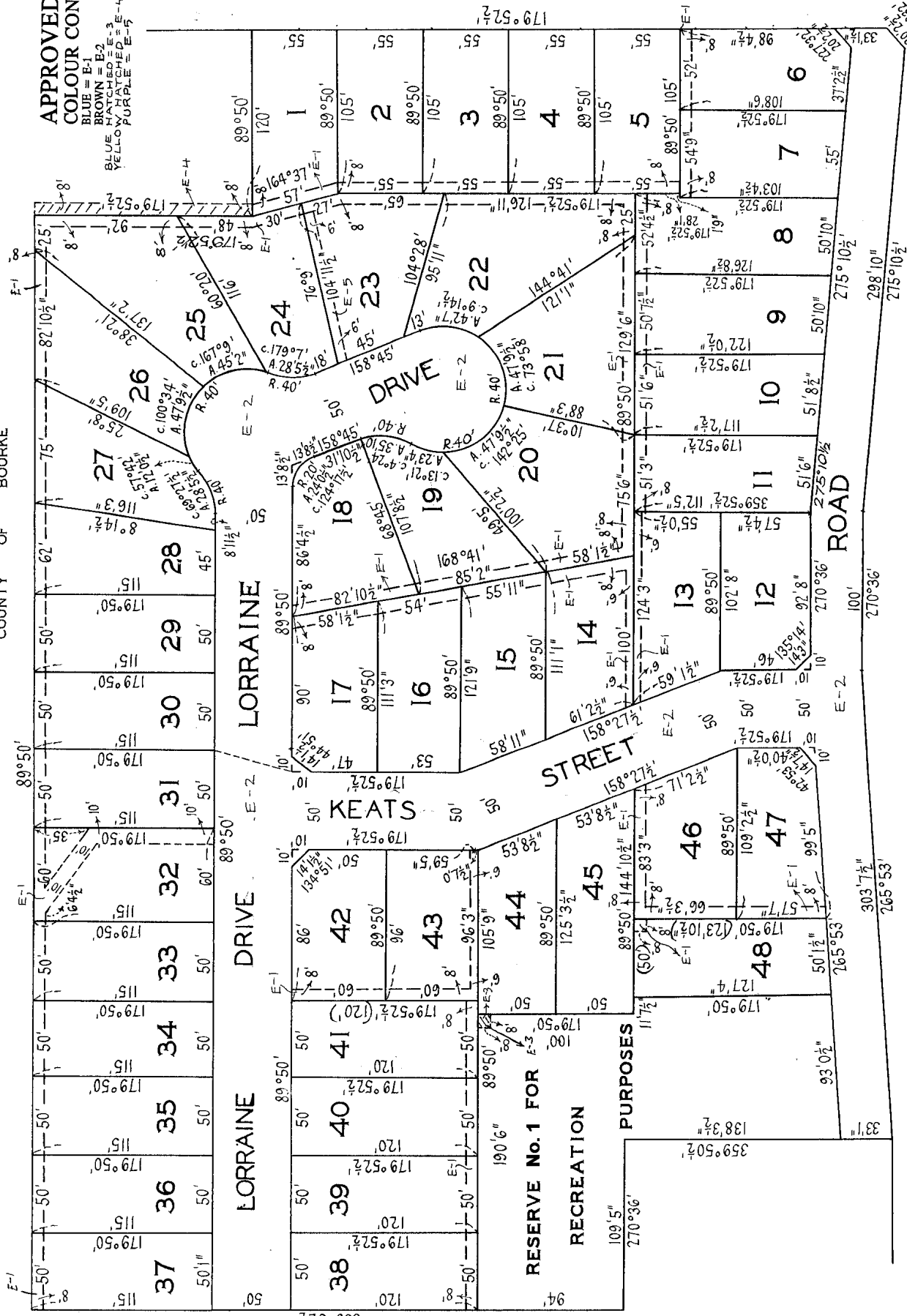
The document is invalid if this cover sheet is removed or altered.

LP 73612
EDITION 2

PLAN OF SUBDIVISION
OF PART OF CROWN SECTION 99
PARISH OF NUNAWADING
COUNTY OF BURKE

APPROVED 22/12/66
COLOUR CONVERSION

BLUE = E-1
BROWN = E-2
YELLOW = E-3
PURPLE = E-4



LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No.	A.R.T.	NEW EDM.
KEATRUDE TO LORRAINE DR.	GOVT. GAZ. 1972 P1252			2
KEATRUDE TO LORRAINE COURT	GOVT. GAZ. 1972 P1252			2

Note: The land coloured blue and blue hatched is set apart for drainage and sewerage purposes.
The land coloured purple is set apart for sewerage purposes.
THE LAND COLOURED BROWN SET APART FOR EASEMENTS OF WAY
The land coloured yellow hatched is or implied drainage and sewerage easement.
vick section 98 T.L.A. (L.P. 7273)

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

916140

APPLICANT'S NAME & ADDRESS

ESSEN PROPERTY SERVICES C/- TRICONVEY2 (RESELLER)
C/- LANDATA
DOCKLANDS

VENDOR

TAN, HANG TONG

PURCHASER

N/A, N/A

REFERENCE

721481

This certificate is issued for:

LOT 27 PLAN LP73612 ALSO KNOWN AS 59 LORRAINE DRIVE BURWOOD EAST
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

A Proposed Amending Planning Scheme C241whse has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 - C241whse

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

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

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

21 March 2023

Sonya Kilkeny
Minister for Planning

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

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

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

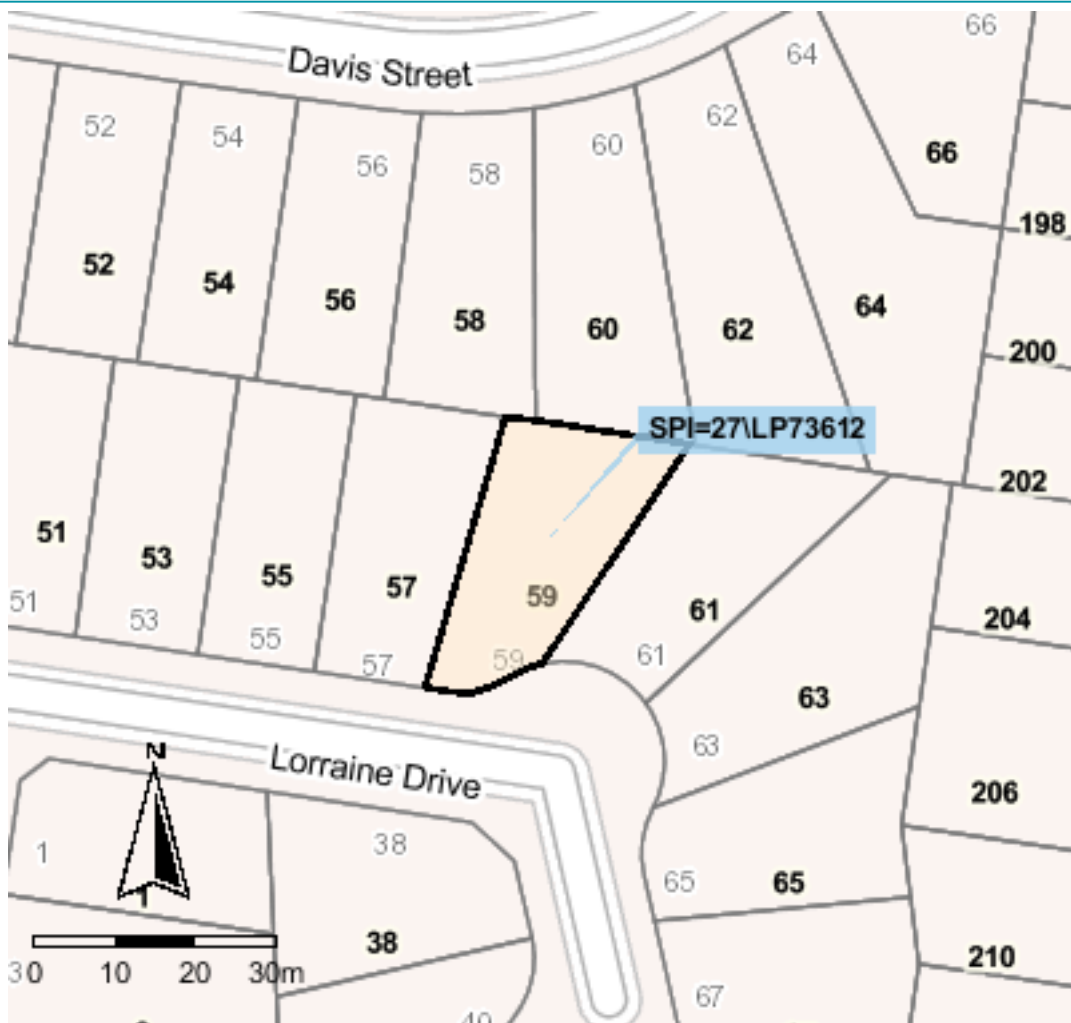
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 01 April 2023 09:23 PM

PROPERTY DETAILS

Address: **59 LORRAINE DRIVE BURWOOD EAST 3151**
Lot and Plan Number: **Lot 27 LP73612**
Standard Parcel Identifier (SPI): **27\LP73612**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **195143**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 61 J6**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**

OTHER

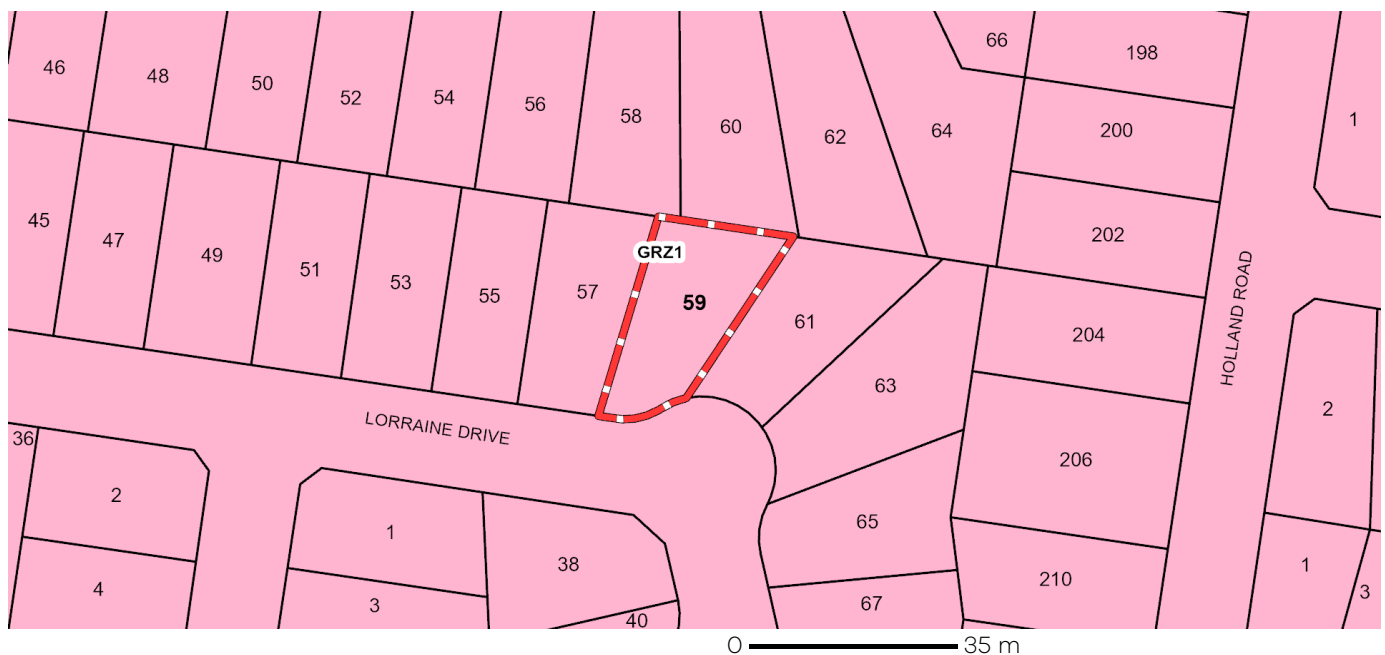
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



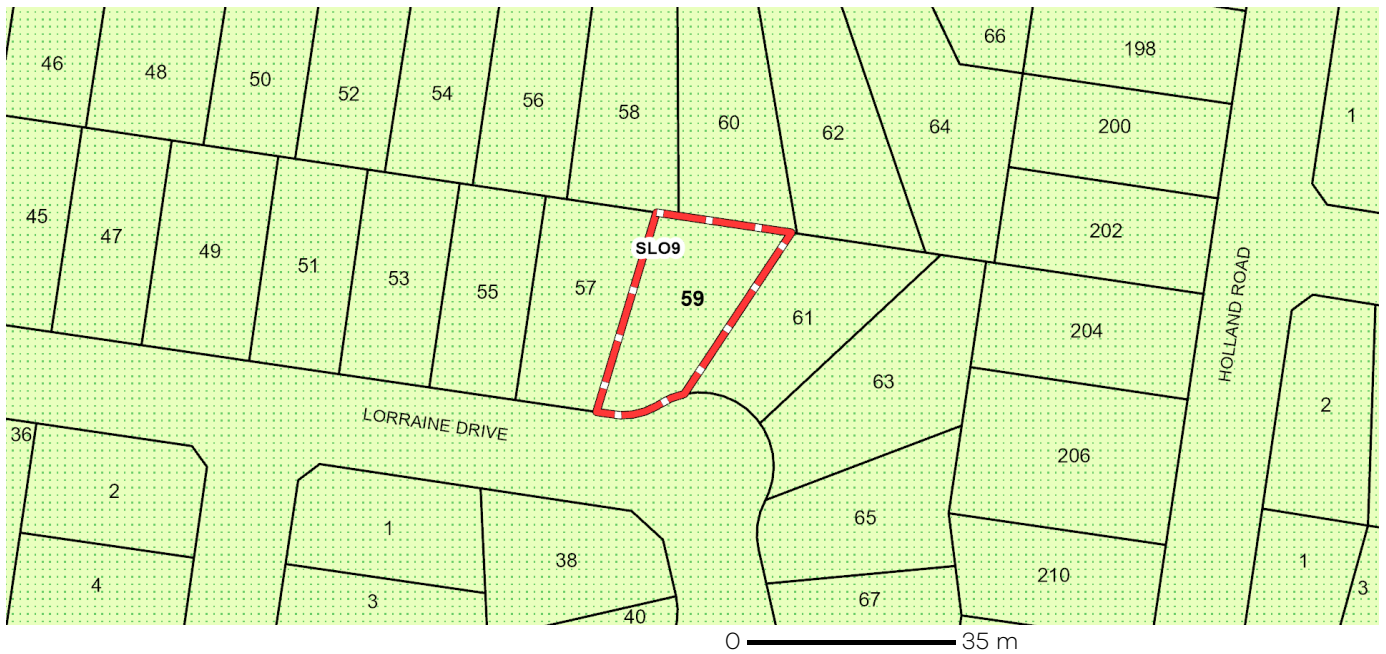
GRZ - General Residential

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

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



 **SLO - Significant Landscape Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

VEGETATION PROTECTION OVERLAY (VPO)



 **VPO - Vegetation Protection Overlay**

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

Further Planning Information

Planning scheme data last updated on 29 March 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

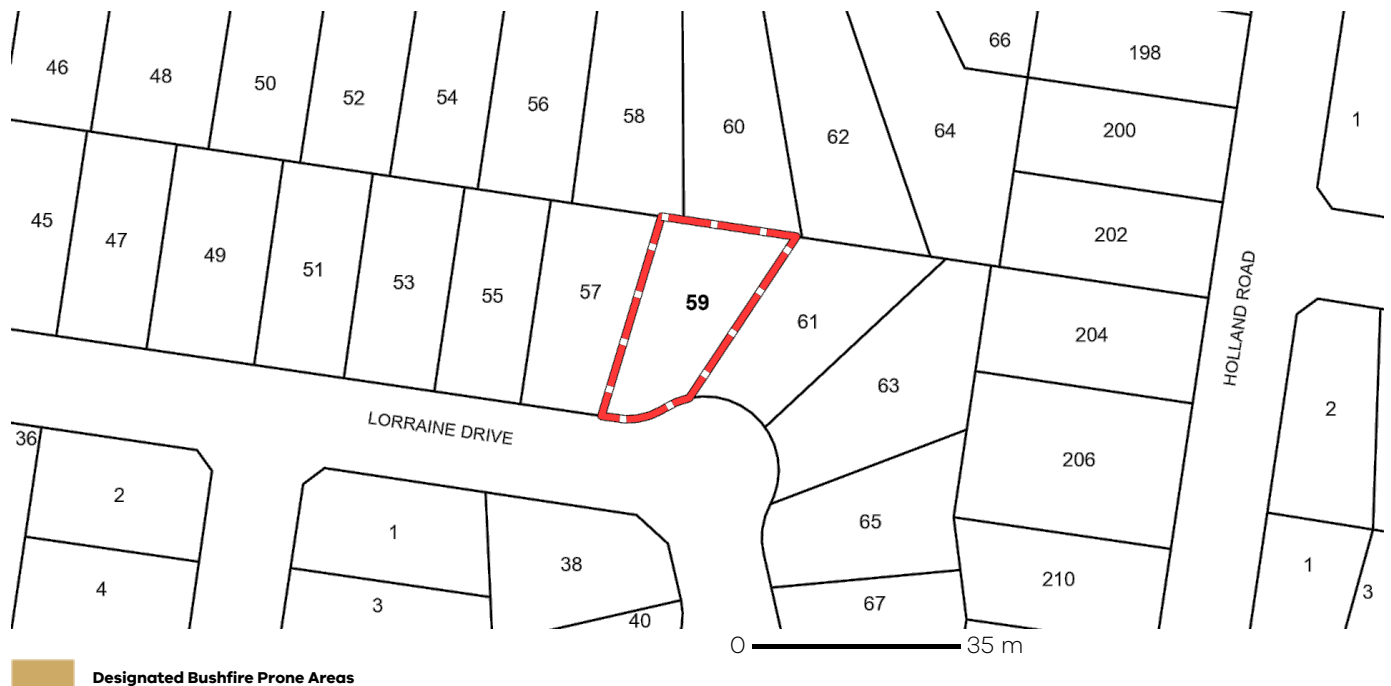
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

From www.planning.vic.gov.au at 01 April 2023 09:23 PM

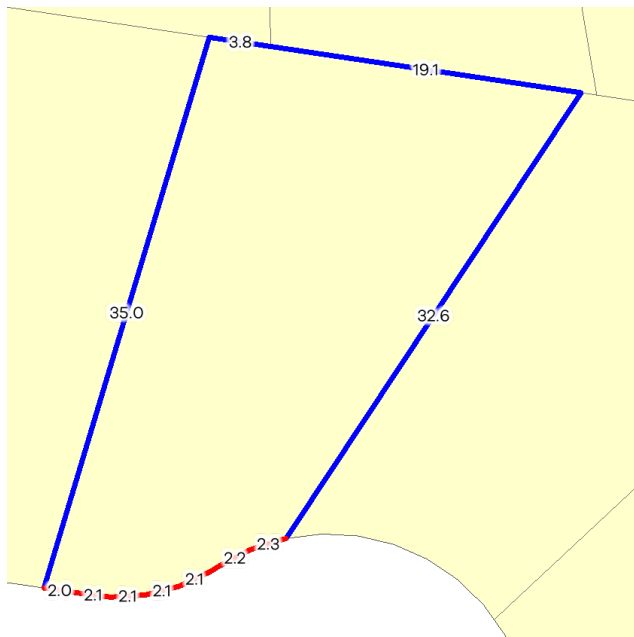
PROPERTY DETAILS

Address: **59 LORRAINE DRIVE BURWOOD EAST 3151**
Lot and Plan Number: **Lot 27 LP73612**
Standard Parcel Identifier (SPI): **27\LP73612**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **195143**
Directory Reference: **Melway 61 J6**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 584 sq. m

Perimeter: 106 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 overlapping dimension label is not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

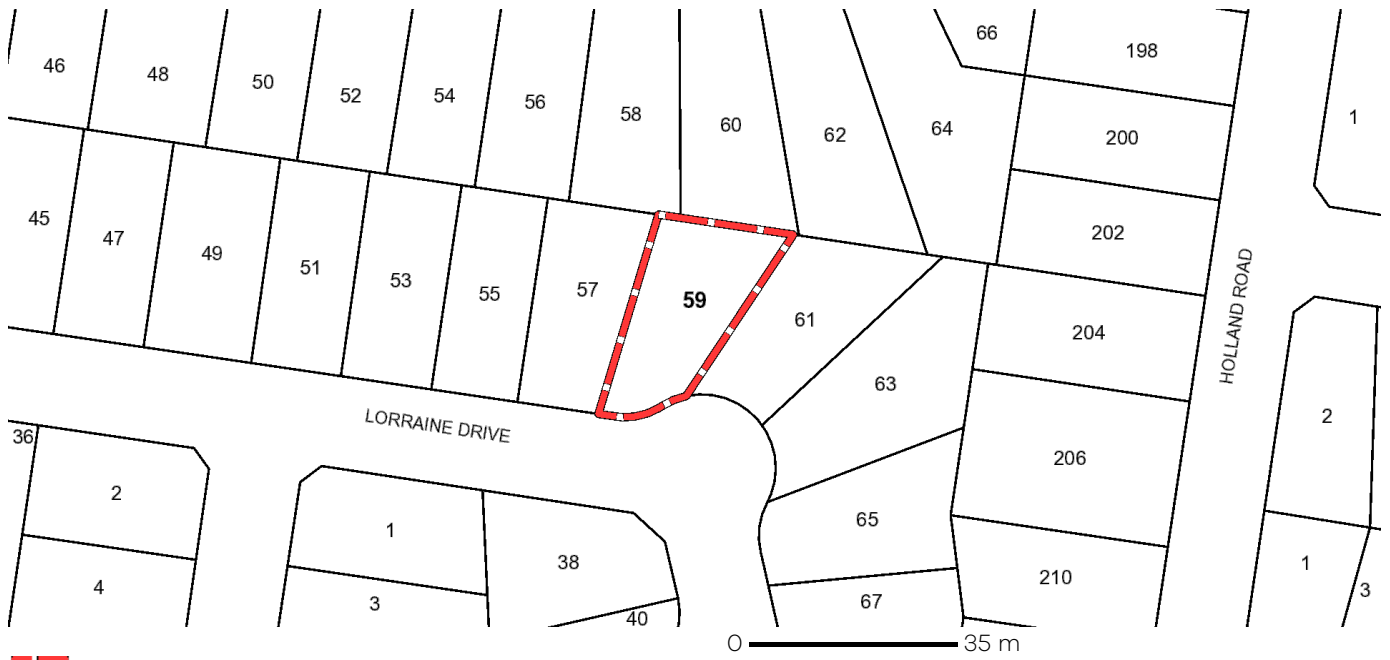
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

S.R. No. 116/2019

FORM 23

Regulations 147Y(4), 147ZB(2)

Building Act 1993
Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

- Name of owner of the land (the *property*)
on which the swimming pool or spa is located: **Mr H T Tan**
- Postal address: **59 Lorraine Drive, Burwood East, VIC, 3151**
- Telephone number: **0415584122**
- Email address: **Tonyhttan@gmail.com**

Property details:

59	Lorraine Drive	Burwood East	3151
Number	Street/road	City/suburb/town	Postcode

Lot/s	LP/PS	Volume	Folio
-------	-------	--------	-------

Crown allotment	Section	Parish	County
-----------------	---------	--------	--------

Municipal district **Whitehorse City Council**

Type of swimming pool or spa: [please tick]

Permanent swimming pool

Permanent spa

Relocatable swimming pool

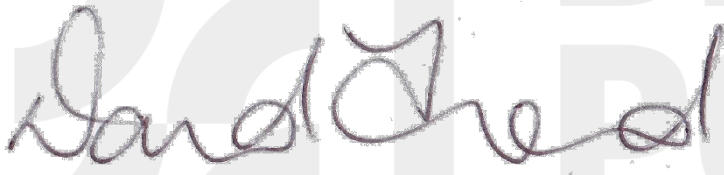
Relocatable spa

- Date of construction of the swimming pool or spa: **Unknown**
- Applicable barrier standard: **Division 2 of Part 9A of the Building Regs 2018**
- The applicable barrier standard applies under: [please tick]
 - Division 2 of Part 9A of the Building Regulations 2018
 - relevant deemed to satisfy provisions of the BCA
 - a performance solution in accordance with the BCA
- Date(s) of inspection(s) of the swimming pool or spa barrier: **22 November 2021, 18 October 2021**

S.R. No. 116/2019

Certification of compliance

Following inspection of the swimming pool barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.



Signature of **David Friend**

Building Inspector – Pool Safety (IN-PS 71241)

Date: **22 November 2021**



9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector details

10. Name of registered building practitioner: **David Friend**
11. ACN: **38 046 004 011**
12. Address: **Friendly Pool Safety Inspections, Level 1, 801 Glenferrie Rd, Hawthorn, 3122, VIC**
13. Email: **david@drpoolsafe.com.au**
14. Building practitioner registration no.: **IN-PS 71241**
15. Local council name: **Boroondara City Council**



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 4427
Date of Issue: 21 March 2023
Applicant's Reference: 68285107-015-1:46841

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number: 23175	Check Digit: 3
Property Description: LOT 27 LP 73612	
Property Address: 59 Lorraine Drive, BURWOOD EAST VIC 3151	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2022 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2022.

Site Value:	\$1,060,000
Capital Improved Value:	\$1,160,000
Net Annual Value:	\$58,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023 DECLARED BY COUNCIL 27 JUNE 2022

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

General Rates	1,783.80
FSPL Fixed Charge	117.00
FSPL Variable Rate	61.45
TOTAL CURRENT LEVIED	\$1,962.25

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$0.00

FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2022/2023 rating year, due dates for instalments are 30 September 2022, 30 November 2022, 28 February 2023 and 31 May 2023. Due date for lump sum payment is 15 February 2023.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000231753
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

22nd March 2023

Essen Property Services C/- Triconvey2 (Reseller)
LANDATA

Dear Essen Property Services C/- Triconvey2 (Reseller) ,

RE: Application for Water Information Statement

Property Address:	59 LORRAINE DRIVE BURWOOD EAST 3151
Applicant	Essen Property Services C/- Triconvey2 (Reseller) LANDATA
Information Statement	30757262
Conveyancing Account Number	7959580000
Your Reference	721481

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	59 LORRAINE DRIVE BURWOOD EAST 3151
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	59 LORRAINE DRIVE BURWOOD EAST 3151
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STATEMENT UNDER SECTION 158 WATER ACT 1989

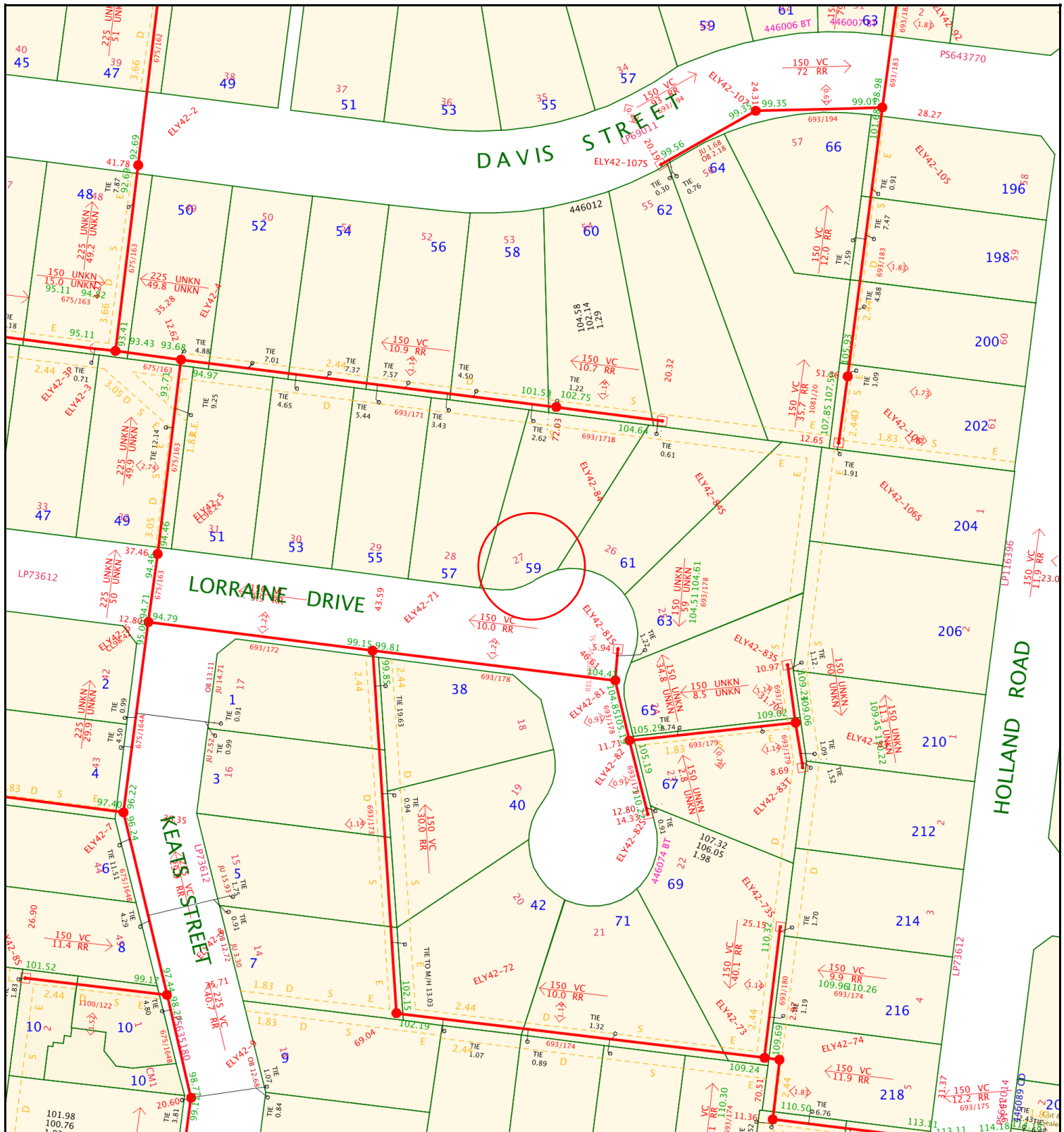
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

















**Yarra Valley Water
Information Statement
Number: 30757262**

Address	59 LORRAINE DRIVE BURWOOD EAST 3151
Date	22/03/2023
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42 MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Essen Property Services C/- Triconvey2 (Reseller)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7533591954
Rate Certificate No: 30757262

Date of Issue: 22/03/2023
Your Ref: 721481

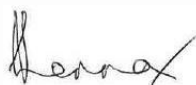
With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
59 LORRAINE DR, BURWOOD EAST VIC 3151	27/LP73612	1245953	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$0.00
Residential Water Usage Charge <i>Step 1 – 10.000000kL x \$2.44510000 = \$24.45</i> Estimated Average Daily Usage \$0.27	18-10-2022 to 17-01-2023	\$24.45	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$0.00
Residential Sewer Usage Charge <i>10.000000kL x 0.722366 = 7.223655 x 0.900000 = 6.501290 x \$1.15400000 = \$7.50</i> Estimated Average Daily Usage \$0.08	18-10-2022 to 17-01-2023	\$7.50	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00
	Total Due		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1245953

Address: 59 LORRAINE DR, BURWOOD EAST VIC 3151

Water Information Statement Number: 30757262

HOW TO PAY



Biller Code: 314567
Ref: 75335919541

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ESSEN PROPERTY SERVICES

Your Reference:	2303004
Certificate No:	61917212
Issue Date:	21 MAR 2023
Enquiries:	ESYSPROD

Land Address: 59 LORRAINE DRIVE BURWOOD EAST VIC 3151

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11075264	27	73612			\$0.00

Vendor: HANG TAN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR HANG TONG TAN	2023	\$1,060,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,160,000
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SITE VALUE:	\$1,060,000
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AMOUNT PAYABLE:	\$0.00
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Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 61917212

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,455.00

Taxable Value = \$1,060,000

Calculated as \$2,975 plus (\$1,060,000 - \$1,000,000)
multiplied by 0.800 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 61917212

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: 61917212

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Essen Property Services C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 721481

NO PROPOSALS. As at the 21th March 2023, 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®.

59 LORRAINE DRIVE, BURWOOD EAST 3151
CITY OF WHITEHORSE

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

Date of issue: 21th March 2023

Telephone enquiries regarding content of certificate: 13 11 71