

VENDOR:

Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan McFarlane and Peter Joseph Camilleri

PROPERTY:

Lot 8 Combridge Drive, BEREMBOKE

CONTRACT OF SALE





CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Lot 8 Combridge Drive, BEREMBOKE

Property Address. Lot o Combridge Drive, BEKENIBOKE

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the Estate Agents (Contracts) Regulations 2008);

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price
- A <u>substantial period of time</u> 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is 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:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER
on/20
Print name(s) of person(s) signing:
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") This offer will lapse unless accepted within [10] clear business days (3 business days if none specified).
SIGNED BY THE VENDOR
on/20
Print name of person signing
State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

McFall Real Estate 136a Inglis Street,

BALLAN 3342

Tel: 53681500 Fax: 53682856

Ref: Email: joe@mcfallrealestate.com.au

VENDOR

Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan

McFarlane and Peter Joseph Camilleri

of 3 Wotton Court MELTON SOUTH VIC 3338

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Haines Conveyancing Service

PO Box 758, BACCHUS MARSH 3340

Tel: 03 5366 4777

Ref: 27576 Email: admin@hainesconvey.com.au

PURCHASER

of,

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of,

Tel: Fax: Ref: Email:

PROPERTY ADDRESS

The address of the property is Lot 8 Combridge Drive BEREMBOKE VIC 3342

LAND (General Conditions 3 & 9)

The land is -

Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 11581 Folio 575	8	120609
Volume Folio		

OR

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

The land includes all improvements and fixtures.

LOAN

(General Condition 14)

GOODS SOLD WITH THE LAND: (General Condition 2.2(f))			
PAYMENT (General Condition 11) Price	\$		
Deposit	\$	by/20 (of which \$	has been paid)
Balance	\$ ======	payable at settlement ====	
GST (General Condition 13) The price includes GST (if any) unless the	he words ' plu :	s GST' appear in this box:	
If this is a sale of a 'farming business' or 'going concern'		rn' then add the words	
If the margin scheme will be used to calcu 'margin scheme' in this box:	llate GST then	add the words	
The above date; or		division, in which case settlement is due on the the purchaser of registration of the plan of subd	
LEASE (General Condition 1.1)			
At settlement the purchaser is entitled to unless the words 'subject to lease' app If 'subject to lease' then particulars of the	ear in this box	ession of the property x in which case refer to general condition 1.1,	
Refer attached copy Lease/Tenancy Ag	reement		
TERMS CONTRACT (General Condition 23)			
If this contract is intended to be a terms Sale of Land Act 1962 then add the wo refer to general condition 23 and add an	rds ' terms co	ontract' in this box, and	

ne following details apply if this contract is subject to a loan being approved:	
Lender:	
Loan amount: \$	
Approval date:	
SPECIAL CONDITIONS	

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

Special Conditions

If the Contract is subject to Special Conditions then particulars of the Special Conditions are as per attached

Special condition A - GST withholding

A GST WITHHOLDING

- A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- A.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- A.3 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.
- A.4 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 special condition; and
 - (b) ensure that the representative does so.
- A.5 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 special 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 special 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.
- A.6 The representative is taken to have complied with the requirements of special condition A.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- A.7 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 settlement system described in special condition A.6.
 - (c) However, if the purchaser gives the bank cheque in accordance with this special condition A.7, the vendor must:
 - (d) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (e) 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.
- A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- A.9 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.

- A.10 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.
- A.11 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 the vendor's failure, including breach of a warranty in special condition A.10; 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.

A.12 This special condition will not merge on settlement.

GUARANTEE and INDEMNITY

I/W	e,of			
and	lof			
(cal in the resp ass inter obs on o other inder with	lled the "Guarantors") IN CONSIDERATION of the V his Contract of Sale for the price and upon the terms pective executors and administrators JOINTLY AND igns that if at any time default shall be made in paymerest or any other moneys payable by the Purchaser servance of any term or condition of this Contract to be demand by the Vendor pay to the Vendor the whole her moneys which shall then be due and payable to the termified against all loss of Deposit Money, residue on Contract and all losses, costs, charges and expension	dendor selling to the Purchaser at our request the Land described and conditions contained therein DO for ourselves and our SEVERALLY COVENANT with the said Vendor and their ment of the Deposit Money or residue of Purchase Money or to the Vendor under this Contract or in the performance or be performed or observed by the Purchaser I/we will immediately of the Deposit Money, residue of Purchase Money, interest or the Vendor and indemnify and agree to keep the Vendor of Purchase Money, interest and other moneys payable under the mass whatsoever which the Vendor may incur by reason of any hall be a continuing Guarantee and Indemnity and shall not be		
(a)	any neglect or forbearance on the part of the Vend within Contract;	or in enforcing payment of any of the moneys payable under the		
(b)) the performance or observance of any of the agreements, obligations or conditions under the within Contract;			
(c)	by time given to the Purchaser for any such payment performance or observance;			
(d)	by reason of the Vendor assigning his, her or their rights under the said Contract; and			
(e)) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.			
IN۱	WITNESS whereof the parties hereto have set their h	nands and seals		
this	day of	20		
	NED SEALED AND DELIVERED by the said)) .)		
in the presence of:) Director (Sign)				
Witı	ness))		
SIG	SNED SEALED AND DELIVERED by the said)		
Prin	nt Name			
in th	ne presence of:) Director (Sign)		
Witi	ness	, ,		

NOTICE TO PURCHASER

in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

Vendor: Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan

McFarlane and Peter Joseph Camilleri

Property: Lot 8 Combridge Drive, BEREMBOKE

The Purchaser is not required to withhold GST at settlement under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth).

Special Conditions

1. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

2. Foreign resident capital gains withholding

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 2.3 This special condition only applies 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 2.4 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.
- 2.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 2.6 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 special 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 special 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.
- 2.7 The representative is taken to have complied with the obligations in special condition 2.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.8 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.
- 2.9 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 of *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.
- 2.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

	3.	Electronic	Conveyancing	Special	Conditio
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Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 3 applies, if the box is marked "EC"

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- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the Contract of Sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 (a) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically;

and

(b) Should the Purchaser be unable to conduct the settlement and lodgement electronically, the Purchaser must pay the Vendor's legal representative costs of \$275.00 (including GST) (Paper Settlement Fee). This Paper Settlement Fee must be allowed by the Purchaser to the Vendor in the Statement of Adjustments. The Purchaser acknowledges that the Paper Settlement Fee is a reasonable pre-estimate of additional legal costs incurred by the Vendor as a result of the Vendor's Legal Representative having to conduct this settlement outside of the PEXA platform;

and

(c) The Purchaser must prepare and deliver a Transfer of Land using form 45TLA (LV-V33-May 2017) or updated version thereof as may be amended by the Land Titles Office from time to time, with the attestation clause indicating that it will be signed for each Vendor by a Conveyancing Practice, representing another, of the firm of Haines Conveyancing Services Pty Ltd;

and

- (d) Settlement must take place at the office of the Vendor's Legal Representative or at any other place they nominate.
- 3.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 3.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 3.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 3.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's

- subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

4. Amendments to General Conditions

- 4.1. The Purchaser and the Vendor agree that if there is:
 - 4.1.1.1 any inconsistency between the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provision of these Special conditions will prevail and have priority; and
 - 4.1.1.2 any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Condition will prevail and have priority over this Special Condition.
- 4.2 Without limiting the specific provisions of any other Special Condition, the General Conditions are amended as set out in this Special Condition 4.
- 4.3 The General Conditions (GC) are amended as follows:
 - 4.3.1 GC15 is amended by adding clause 15.3 as follows: "General Condition 15 is subject to the State Taxation Acts and Other Acts Amendment Act 2023.".
 - 4.3.2 GC18 is amended by adding: "Any nomination must be made at least 10 business days before the settlement date. If the Purchaser wishes to nominate it must deliver to the vendor's legal representative:
 - (a) a nomination notice executed by the nominee and the Purchaser; and
 - (b) If the nominees is a corporation to which General Condition 20 applies, a guarantee and indemnity which complies with the requirements of General Condition 18 but includes changes necessary by reason of the nomination;".
 - 4.3.3 GC20 is amended to read as follows: "If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser must procure the execution of the Guarantee by:
 - a) Each of its directors: or
 - b) A listed company of which the purchaser is a subsidiary.
 - at the purchaser's expense and deliver it to the vendor together with the executed contract.".
 - 4.3.4 GC24.4 to 24.6 (inclusive) are deleted.
 - 4.3.5 GC25 is amended by adding the following new paragraph at the end of the condition: "The Purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':
 - (a) Expense payable by the Vendor under any existing loans secured over the property or other property of the vendor;
 - (b) Accommodation expenses incurred by the Vendor
 - (c) the vendor's legal costs and expenses as between conveyancer and client incurred due to the breach, including the costs of issuing any default notice agreed at \$880.00 plus GST;
 - (d) Any commission or other expense claimed by the Vendor's Agent or other representing relating to sale of the Property; and
 - (e) Penalties and any other expense payable by the vendor due to any delay in completion of the purchase of another property.".
 - 4.3.6 GC 28.4(a) is deleted in its entirety and replaced with the following "the deposit amount (being 10% of the purchaser price or the amount paid under this Contract (whichever is the greater)) in its entirety is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and"

5. Vendor's Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a Statement in writing containing the particulars required by Section 32(2) of the Sale of Land Act 1962 (as amended).

6. Whole Agreement

The covenants, provisions, terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provision or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negatived.

7. Property Controls and Representation and Warranty as to Building

- 7.1 The Purchaser
 - (a) Accepts the Property with all Property Controls and Approvals and in its present condition with all defects and non-compliance with any Property Controls or Approvals;
 - (b) Acknowledged that the decision to purchase the property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor or the Vendor's agents as to the condition of the Property or any of the matters referred to in special condition 7.1(a); and
 - (c) Must not exercise any Purchaser Rights in relation to any of the matters referred to in this Special Condition and agrees that those matters do not affect the Vendor's title to the Property.
- 7.2 As from the Settlement Date, the Purchaser:
 - (a) assumes full responsibility for compliance with each applicable property Control and Approval insofar as they relate to the property; and
 - (b) agrees to keep the vendor indemnified at all times against liability arising out of a failure to comply with a Property Control.
- 7.3 The Purchaser acknowledges that the Vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly release the vendor and/or the vendor's agents from any claims or demands in respect thereof.

8. Adjustments

- 8.1 The purchaser must prepare and deliver a Statement of Adjustments of the Outgoings to the vendor's Legal Representative at least 2 Business Days before the Date Settlement is due accompanied by copies of information statements or information certificates from the relevant authorities relating to the adjustments and a current State Revenue Office property clearance certificate (formerly known as a Land Tax certificate).
- 8.2 The Purchaser acknowledges and agrees that no re-adjustment, refund or rebate will occur post settlement in respect of any water usage by the Vendor prior to settlement. The Purchaser expressly releases the vendor and/or the vendor's agents from any claims or demands in respect of thereof.

9. Swimming Pools and Smoke Alarms

- 9.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.
- 9.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the

Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

10. Purchaser Acknowledgments

The purchaser hereby acknowledges that prior to execution of the Contract in relation to the purchase of the land the purchaser received from the Vendor, Vendor agent or Vendor's legal representative a copy of the Vendor Statement signed by the Vendor, a copy of the Special conditions referred to in the Contract and a copy of a Due Diligence Checklist.

11. Personal Information

The purchaser acknowledges and agrees that the vendor has collected personal information of the purchaser throughout the transaction and:

- (a) consents to the vendor disclosing the personal information of the purchaser to third parties, including but not limited to, the State Revenue Office, the Land Titles Office, Property Exchange Australia Ltd (PEXA) and any other relevant authorities to the transaction by way of notice of acquisition/disposition;
- (b) the purchaser acknowledges that the vendor has no control over how the recipient third parties referred to in this special condition may use the purchaser's personal information which has been disclosed to them; and
- (c) the purchaser acknowledges that the vendor is not liable and indemnifies the vendor from any claims arising from or in connection with the recipient third parties disclosure or use of the information.

12. Non-payment of the whole or part of the deposit

The Purchasers acknowledges and agrees that the payment of deposit or any part thereof on the due date is an essential term of this Contract of Sale and failure to pay the deposit or any part thereof on the due date is deemed a fundamental breach of the Contract of Sale.

The Purchaser acknowledges and agrees that should they fail to pay the deposit or any part thereof on the due date, that the Vendor can exercise the rights under general conditions 25-28.

13. Material Facts

The Purchaser and the Vendor agree that if the Vendor has disclosed one or more Material Facts in this Contract and Section 32 (including but not limited to any attachments, Notices or Orders served) known to the Vendor, that the Material Facts constitutes the whole of the Vendor's significant knowledge of that issue.

The Purchaser:

- a) acknowledges that the Vendor has, to the best of their knowledge, provided a full and true disclosure of these Material Facts in this Contract and Section 32, and that the Purchaser has read and understood this disclosure given:
- b) admits it has made its own investigations and enquiries in relation to the Material Facts and these Material Facts were considered when the decision to purchase this property was made;
- c) admits and acknowledges that the Vendor and the Vendor's agents makes no warranty or representation whatsoever in relation to any fact surrounding the Material Fact;
- d) admits that no party or person are aware of the Material Facts, or that if they are, that they view, interpret and understand the Material Fact in the same way the Vendor does;
- e) shall have no objection to Title or other rights against the Vendor or the Vendor's agent in relation to any Material Facts;
- f) will not delay settlement, deduct any monies, make any claim for compensation or has any entitlement from the Vendor or the Vendors agents whatsoever in relation to any Material Facts;
- g) releases and indemnifies, and keeps indemnified, the Vendor and the Vendor's agents from all related costs, claims, actions, losses or the like whatsoever related to the Material Facts.
- h) confirms that any other special condition or otherwise (except that of the general conditions) entered into this Contract making any claim, request or otherwise from the Vendor or its agents in relation to the Material Facts will be considered null and void.

This condition will not merge at settlement.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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



4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

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

11. Payment

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

conveyancer.

- 11.4 At settlement, payments may be made or tendered:
 - (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the Sale of Land Act 1962 ("the Act") have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

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

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by -
 - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise:
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise:
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.

(d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
 - any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor:
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties Moving to the country?

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

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

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

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

Soil and groundwater contamination Has previous land use affected the soil or groundwater?

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





Land boundaries Do you know the exact bou

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



VCA

Victorian Conveyancers' Association Australian Institute of Conveyancers



<u>Vendor: Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan</u>
<u>McFarlane and Peter Joseph Camilleri</u>

Property: Lot 8 Combridge Drive BEREMBOKE

Section 32 Vendor's Statement

Vendor's Conveyancer: HAINES CONVEYANCING SERVICES

> P. O. Box 758 BACCHUS MARSH, 3340. PH. 5366 4777

Vendor: Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan McFarlane and Peter Joseph Camilleri

Property: Lot 8 Combridge Drive BEREMBOKE

1. Financial matters in respect of the land

Information concerning the amount of <u>Rates, Taxes, Charges and other similar outgoings</u> affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1. are contained in the attached certificate/s.
- are as follows:

AuthorityAmount1. Moorabool Shire Council\$1,500.002. Western Water\$200.00

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

a. Their total does not exceed \$4,000.00

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: none to the Vendors knowledge

Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 103
Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ■ NO
If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ⊠ Not applicable

2. Insurance details in respect of the land

(a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits: Not applicable

No such insurance has been effected

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence: Not applicable

No such insurance has been effected.

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - (i) Description: as set out in the attached copy of Title Deed
 - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground 3 and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (b) This land is within a bushfire prone area within the meaning of the regulations made under the *Building Act* 1993
- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: Moorabool Planning Scheme
 - (ii) name of the responsible authority: Moorabool Shire Council
 - (iii) zoning of the land: FZ Farming Zone
- (iv) name of any planning overlay affecting the land: BMO Bushfire Management Overlay, DDO Design and Development Overlay

Are contained in the attached certificate/s.

4. Notices made in respect of land

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:
 - Unless contained in the attached certificate/s and/or statement/s, none to the Vendor's knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:
 - Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.

Is as follows: none to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

6. Information relating to any owners corporation

The land is not affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act* 1987)

8. Disclosure of non-connected services

The following services are **not** connected to the land—

Electricity supply, gas supply, water supply, sewerage, and telephone services are not connected to the land.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location:
- (b) in any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision**Act 1988
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and

- (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Disclosure of Energy Efficiency Information

Details of any energy efficient information required to be disclosed for the sale, lease or sublease of a property for a disclosure affected building or area of 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 other information-based activities and support facilities for those activities; and
- (b) Whose area is greater than 2,000m2.

NOTE: Some office buildings or areas of buildings are not disclosure affected if they are: mixed use buildings with less than 75% office space by net lettable area; new buildings, where there is a certificate of occupancy less than 2 years old; strata-titled buildings, transferred through the sale of shares or units of interest; leased in a short term lease, i.e. for a period of less than 12 months; or leased by exercising an option to renew or extend an existing lease.

Are as follows (delete as appropriate):

2. NIL

11. Unregistered Easements

Particulars of any unregistered easements affecting the title:

No such Unregistered Easement to the Vendor's knowledge

The day of this Statement is the	
SIGNED by the said Vendor/s Rae Trevellyn Cambell-Mcfarlane and Christopher Charles Johnathan McFarlane	and Peter Joseph Camilleri
The Purchaser acknowledges being given a duplicate of this Statement signed be Purchaser signed any Contract.	by the Vendor before the
The day of this Acknowledgement is theday of20	
SIGNED by the said Purchaser/s	IGN HERE

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Register Search Statement - Volume 11581 Folio 575

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

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

VOLUME 11581 FOLIO 575

Security no: 124120754190Y Produced 18/12/2024 10:39 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 120609. PARENT TITLE Volume 09213 Folio 667 Created by instrument AM004661G 02/07/2015

REGISTERED PROPRIETOR

Estate Fee Simple TENANTS IN COMMON

As to 53 of a total of 200 equal undivided shares

Sole Proprietor

CHRISTOPHER CHARLES JONATHAN MCFARLANE of 3 WOOTTON COURT MELTON SOUTH VIC 3338

As to 53 of a total of 200 equal undivided shares

Sole Proprietor

PETER JOSEPH CAMILLERI of 3 WOOTTON COURT MELTON SOUTH VIC 3338 As to 94 of a total of 200 equal undivided shares

Sole Proprietor

RAE TREVELLYN CAMBELL-MCFARLANE of 3 WOOTTON COURT MELTON SOUTH VIC 3338 AM004661G 02/07/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM004662E 02/07/2015

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 LP120609 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: COMBRIDGE DRIVE BEREMBOKE VIC 3342

ADMINISTRATIVE NOTICES

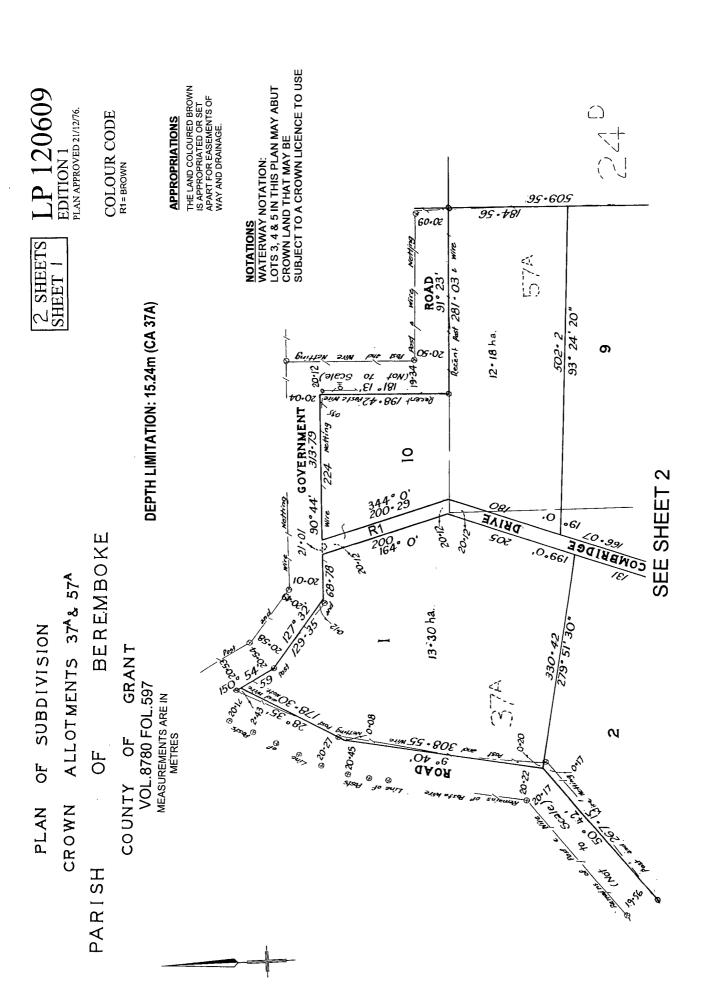
NIL

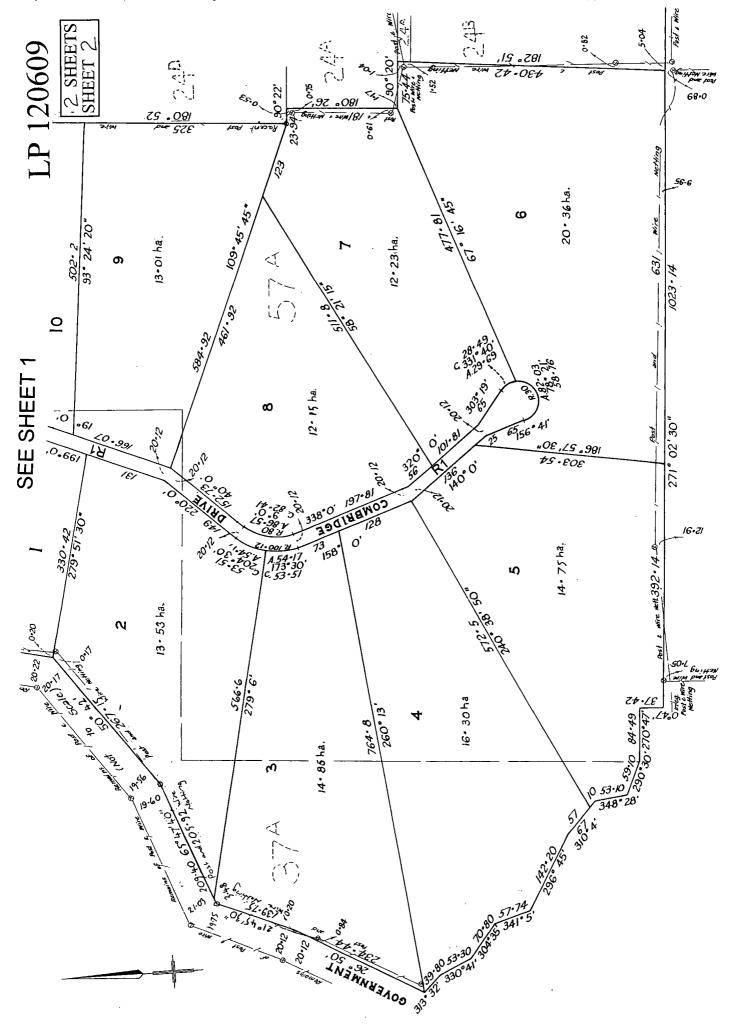
eCT Control $\,$ 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED Effective from $\,$ 22/10/2016 $\,$

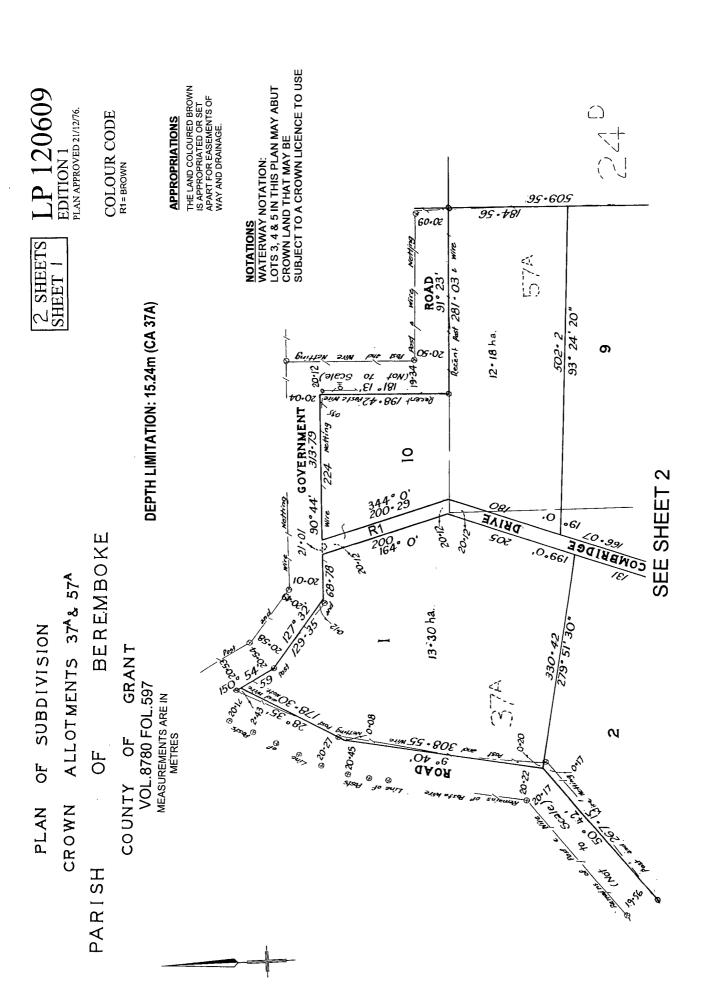
DOCUMENT END

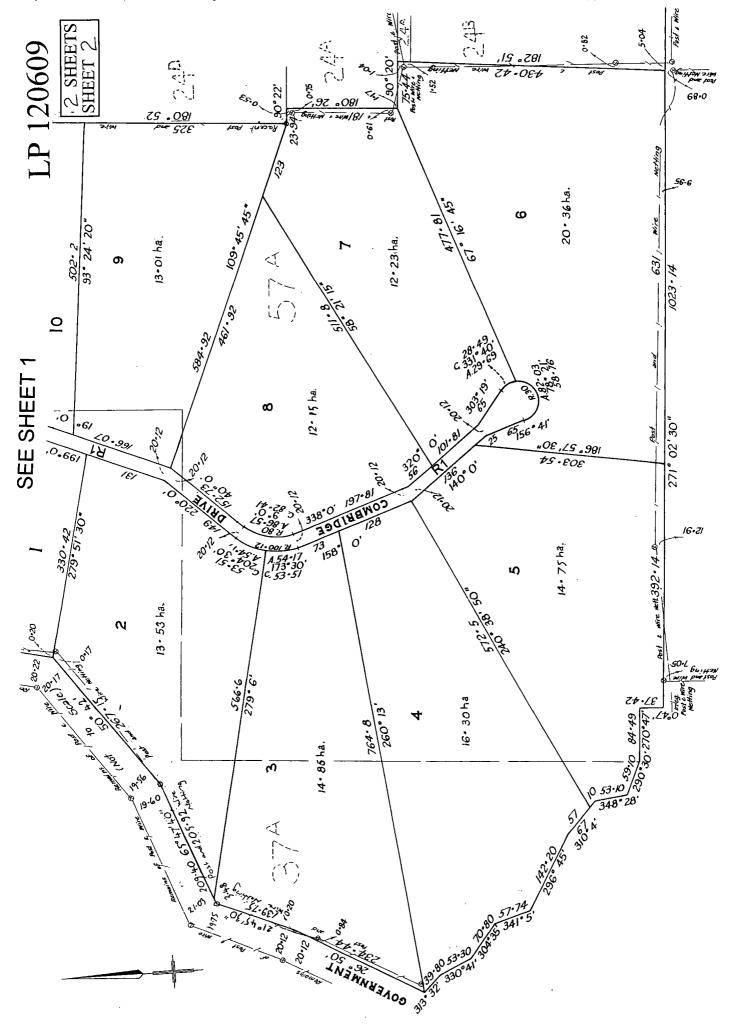
The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information

via LANDATA® System. Delivered at 18/12/2024, for Order Number 86520401. Your reference: 27576.











Rates and Charges 2nd Instalment Notice

Postal Address

PO Box 18, Ballan, VIC, 3342 Phone (03) 5366 7100

Email info@moorabool.vic.gov.au 215 Main St, Bacchus Marsh 9.00am to 2.00pm Saturday Moorabool Shire Council

@mooraboolshirecouncil

Customer Service Offices

15 Stead St, Ballan Lerderderg Library

182 Halletts Way, Darley

8.30am to 5.00pm Monday-Friday 8.30am to 5.00pm Monday-Friday

8.30am to 5.00pm Monday-Friday

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024-3338 (194)

C C McFarlane, P | Camilleri & Others 3 Wootton Court **MELTON SOUTH VIC 3338**

PROPERTY NUMBER	2024/2025	
113250		
PROPERTY PARTICULARS	VALUATION	
Level of Value	I January 2024	
Site Value	\$370,000.00	
Capital Improved Value	\$370,000.00	
Net Annual Value \$18,500		
PROPERTY AREA (Ha)		
12.1400		

2 December 2024

\$105.71

C C McFarlane, P J Camilleri, R T Campbell-McFarlane

PROPERTY ADDRESS

Combridge Drive Beremboke VIC 3342

Lot 8 LP LP120609 PSH Beremboke

FIRE SERVICE PROPERTY LEVY (FSPL)

AVPCC: 103 - Residential - Vacant Residential Rural/Rural Lifestyle

FSPL Land Use: Residential

2ND INSTALMENT NOTICE

2ND Instalment	\$105.71
Total Amount Payable	\$105.71

4 LEGISLATIVE INSTALMENTS			
1. 30 September 2024	\$0.00		
2. 02 December 2024	\$105.71		
3. 28 February 2025	\$309.35		
4. 31 May 2025	\$309.35		

Any payments received after 14 November 2024 may not be included in these balances.

Penalty Interest will be charged at 10% Per Annum on instalment arrears.

PAYMENT METHODS

113250

Combridge Drive Beremboke VIC 3342

BPAY

AUSTRALIA POST

IN PERSON

BPAY



Post, online at aus-

Pay in-store at Australia

post.com.au/postbillpay, via

phone 13 18 16 or via Aus-



Detach bottom of notice and Present notice at any of the mail cheque to:

PO Box 18, Ballan, VIC, 3342



customer service offices. EFTPOS facilities available and MasterCard/Visa credit cards accepted



tion

Phone your participating financial institution or via online banking.

Biller Code: 35089 Bill Ref #: 20003129 Billpay Code: 0913 Bill Ref #: 20003129

Post app



Complete required application form or call Revenue Services Team for applica-





Get your bill delivered straight to your inbox

Go to gww.com.au to switch to e-bills.

P CAMILLERI & C MCFARLANE 3 WOOTTON CT MELTON SOUTH VIC 3338

Account number

43459 01000

Tax Invoice 434759264828

Date of issue 18 Nov 2024

Service address

Combridge Drive, Beremboke VIC, 3342

Amount to pay		
\$66.07		
Previous bill	\$45.04	
Payments received	-\$46.00	
Balance	\$0.96 CR	

Current charges \$67.03 \$66.07

Please see page 2 for detailed information

Total charges

Pay by

18 Mar 2025

Having trouble paying your bill?

Call us on 13 44 99 or visit gww.com.au/accounts-billing

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit Set up direct debit at gww.com.au or call 13 44 99



Biller code: 8789 Ref: 43459010004 Go to bpay.com.au Registered to BPAY

Pty Ltd

ABN 69 079 137 518



Credit card Pay by credit card at gww.com.au or call 13 44 99

Australia Post Billpay code: 0362 Ref: 0434 5901 0000

Post Billpay

Pay at any post office, by phone 13 18 16, at postbillpay.com.au, or via AusPost app

Centrepay

Make regular deductions from your Centrelink payments. Call 13 44 99 or visit centrelink.gov.au Greater Western Water reference: 555-054-071-L Your account number: 43459 01000



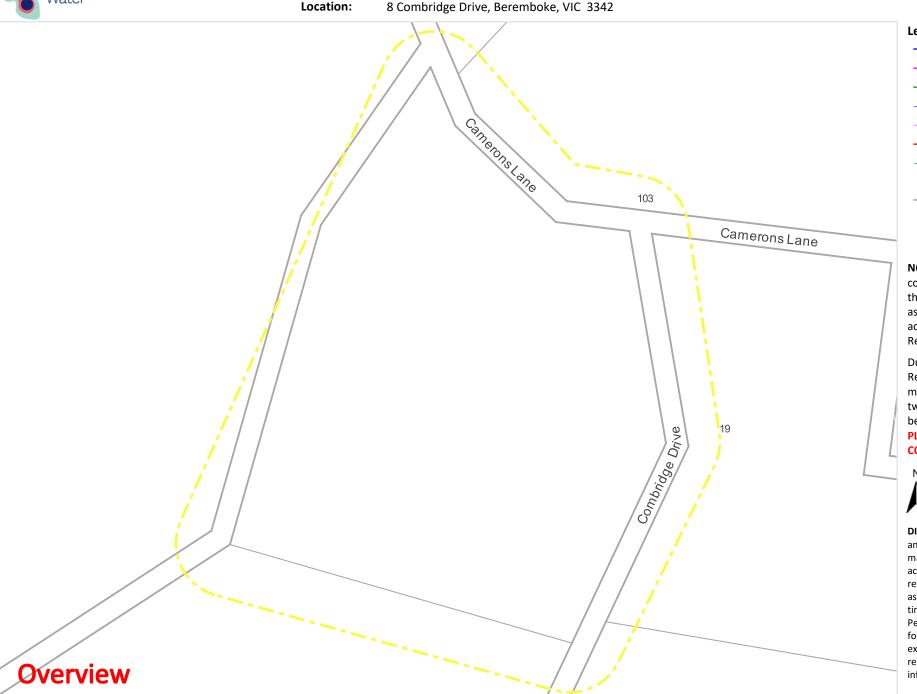
662137-001 000303(1253)



Sequence No: 248915112 Job No: 38300113

8 Combridge Drive, Beremboke, VIC 3342





Legend

Water Potable

Water Recycled

Water Raw

Water Service Potable

Water Service Recycled

Sewer

Sewer Service

Sewer Invert Level

---- Abandoned Pipes

Surface Fitting/Manhole

Estimated Offset

NOTE: Assets labelled "AC" may contain asbestos material and therefore any works near these assets must be undertaken in accordance with OHS (Asbestos) Regulations 2017.

Due to the placement of Potable and Recycled pipes in the same trench, it may be difficult to distinguish the two asset types where they have been superimposed on the plans.

PLANS MUST BE PRINTED IN **COLOUR**



Scale: 1:3510

Expires: 15 Jan 2025

DISCLAIMER: Greater Western Water and PelicanCorp do not guarantee or make any representation as to the accuracy of the information in this plan response which is provided in good faith as the best information available at the time. Greater Western Water and PelicanCorp do not accept any liability for any loss, damage, injury, cost or expense arising from the use of or reliance on this plan response or the information contained in it.

PLANNING PERMIT

APPLICATION NO:

PA2014289

PLANNING SCHEME:

Moorabool Planning Scheme

RESPONSIBLE AUTHORITY:

Moorabool Shire Council

ADDRESS OF THE LAND:

Combridge Drive. Beremboke VIC 3342

Lot 8 on PS 120609

THIS PERMIT ALLOWS:

DEVELOPMENT AND USE A DWELLING

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans:

- 1. Before the use and development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) the location of the dwelling as shown on the Site Plan consistent with Figure 9 of the Bushfire Management Overlay, or vice versa. Unless otherwise approved in writing by the Responsible Authority, all buildings and works are to be constructed and/or undertaken in accordance with the endorsed plans to the satisfaction of the Responsible Authority.

Materials and Colour:

2. All external walls and roof areas of the proposed building/s are to be clad with non-reflective materials (zincalume prohibited) to the satisfaction of the Responsible Authority.

Infrastructure:

- 3. A standard rural vehicle crossing with culvert must be provided on Combridge Drive to the satisfaction of the Responsible Authority. A vehicle crossing permit must be taken out for the construction of the vehicle crossing.
- 4. The property access and the internal driveways must be constructed in accordance with the requirements specified in the CFA publication "Building in a Wildfire Management Overlay".

PERMIT NO:PA2014289

- 5. Storm water drainage from the proposed buildings and impervious surfaces must be retained and disposed of within the boundaries of the subject land to the satisfaction of the Responsible Authority. Overflows from on-site storage systems must be directed away from any waste water disposal areas.
- 6. Sediment discharges must be restricted from any construction activities within the property in accordance with relevant Guidelines including Construction Techniques for Sediment Control (EPA 1991).
- Unless otherwise approved by the responsible authority there must be no buildings, structures, or improvements located over proposed drainage pipes and easements on the property.
- 8. Any existing works affected by the development must be fully reinstated at no cost to and to the satisfaction of the responsible authority.

Environmental Health:

- 9. All conditions must be in accordance with the Land Capability Assessment prepared by PEJ Consulting, document number 280914 dated November 2014.
- 10. All setback distances must be adhered to: 60 metres from a dam and 100 metres from a potable water supply catchment.

Country Fire Authority:

- 11. The Bushfire Management Plan (Figure 10 & attached conditions, in report by: Regional Planning & Design, Ref No: 14.249, issued: 8/11/2014) must be endorsed to form part of the permit and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.
- 12. The bushfire mitigation measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.

Permit Expiry:

- 13. This permit will expire if one of the following circumstances applies:
 - a) the development and the use are not started within two years of the date of this permit;
 - b) the development is not completed within four years of the date of this permit.

Council may extend the periods referred to if a request is made in writing before the permit expires or in accordance with the timeframes as specified in Section 69 of the Planning and Environment Act 1987.

Permit Note:

An application for a permit to install an onsite wastewater management system must be submitted to Council's Environmental Health department.

Unless no permit is required under the Moorabool Planning Scheme, native vegetation including standing dead vegetation must not be removed without further planning approval.

PERMIT NO: PA2014289

Date Issued: 20 April 2015

Signature of the Responsible Authority:

Bronwyn Southee

THIS PERMIT HAS BEEN VARIED AS FOLLOWS:

Extension of Time

Date

6 May 2019

Description

An extension of time has been granted to the permit. The permit will now expire if one of the following circumstances applies:

- a) The development and use are not commenced by 20 April 2020.
- b) The development is not completed by 20 April 2022.

Council may extend the periods referred to if a request is made inwriting before the permit expires or in accordance with the timeframes as specified in Section 69 of the Planning and Environment Act 1987.

21 May 2018

An extension of time has been granted to the permit. The permit will now expire if one of the following circumstances applies:



b) The development is not completed by 20 April 2021.

Council may extend the periods referred to if a request is made in writing before the permit expires or in accordance with the timeframes as specified in Section 69 of the Planning and Environment Act 1987.

2 May 2017

An extension of time has been granted to the permit. The permit will now expire if one of the following circumstances applies;

- a) The development and use are not started by 20 April 2018;
- b) The development is not completed by 20 April 2020.

Council may extend the periods referred to if a request is made in writing before the permit expires or in accordance with the timeframes as specified in Section 69 of the Planning and Environment Act 1987.



R McFarlane 3 Wootton Court Melton South VIC 3338 2 May 2017

Ask for:

Kathleen Ly 5366 7100

Phone: Email:

info@moorabool.vic.gov.au

Our Ref.: PA2014289

Dear Sir/Madam

Planning Application No.:

PA2014289

Address of Land:

Combridge Drive, Beremboke VIC 3342

Land Title Particulars:

Lot 8 on PS 120609

Description Details:

Development and Use a Dwelling

We refer to the above matter and in particular your recent request for an extension of time for Planning Permit PA2014289.

Council has considered your request and an extension of the planning permit has been granted as follows:

The permit will now expire if one of the following circumstances applies;

- a) The development and use are not started by 20 April 2018;
- b) The development is not completed by 20 April 2020.

Council may extend the periods referred to if a request is made in writing before the permit expires or in accordance with the timeframes as specified in Section 69 of the Planning and Environment Act 1987.

If you have any queries regarding the above, please contact the Planning Department on 5366 7100.

Yours faithfully,

Mark Lovell

Senior Statutory Planner



C & R McFarlane 3 Wootton Court Melton South VIC 3338

29 April 2019

Ask for: Naaz Begum Phone: 5366 7100

Email: info@moorabool.vic.gov.au

Our Ref.: PA2014289

Dear Sir/Madam

Planning Application No.:

PA2014289

Address of Land:

Combridge Drive, Beremboke VIC 3342

Land Title Particulars:

Lot 8 on PS 120609

Description Details:

Development and Use a Dwelling

Thank you for forwarding your application for an extension of time for Planning Permit No: PA2014289. This number should be quoted if you need to contact Council regarding your application.

A preliminary assessment of your application will be conducted shortly. The planner looking after your file will be Naaz Begum who will contact you if further information is required.

If you would like to monitor the status of your application, you now have the option to do so. Greenlight, Council's online planning management system, is now online to provide access for applicants and the wider community. The direct link to this website is: https://greenlight.e-vis.com.au/moorabool/public/main.aspx. Alternatively, the website can be found through Moorabool Shire Council's homepage by following the town planning links to find the Greenlight page.

Any queries regarding the above should be directed to the Planning Department on 5366 7100.

Yours faithfully,

Bronwyn Southee

Coordinator Statutory Planning

ABN 293 5275 4296



Mail PO Box 18 Ballan Vic 3342

Property Clearance Certificate

Land Tax



HAINES CONVEYANCING SERVICES PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD LEVEL 20, 535 BOURKE STREET MELBOURNE VIC 3000

 Your Reference:
 86520401:127404118

 Certificate No:
 81220407

 Issue Date:
 23 DEC 2024

 Enquiries:
 KXD3

Land Address: LOT 8 COMBRIDGE DRIVE BEREMBOKE VIC 3342

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 32375881
 8
 120609
 11581
 575
 \$1,284.25

Vendor: RAE CAMBELL-MCFARLANE, PETER CAMILLERI & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land TaxYearTaxable ValueProportional TaxPenalty/InterestTotalRAE TREVELLYN CAMILLERI2024\$380,000\$1,590.00\$0.00\$1,284.25

Comments: Land Tax of \$1,590.00 has been assessed for 2024, an amount of \$305.75 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax Year Proportional Tax Penalty/Interest Total

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$380,000

SITE VALUE: \$380,000

CURRENT LAND TAX CHARGE: \$1,284.25



Notes to Certificate - Land Tax

Certificate No: 81220407

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the Land Tax Act 2005, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Biller Code: 5249 Ref: 81220407

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: 81220407

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate



Commercial and Industrial Property Tax

HAINES CONVEYANCING SERVICES PTY LTD VIA DYE & DURHAM PROPER Your Reference: 86520401:127404118

LEVEL 20, 535 BOURKE STREET Certificate No: 81220407

MELBOURNE VIC 3000 Issue Date: 23 DEC 2024

Enquires: KXD3

Land Address:	LOT 8 COMBRIDGE DRIVE BEREMBOKE VIC 3342				
Land Id 32375881	Lot 8	Plan 120609	Volume 11581	Folio 575	Tax Payable \$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
103	N/A	N/A	N/A	The AVPCC allocated use.	I to the land is not a qualifying

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$380,000

SITE VALUE: \$380,000

CURRENT CIPT CHARGE: \$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81220407

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the Valuation of Land Act 1960:
 - · a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
- 4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

- 5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
- 6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

- 12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- 13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
- 14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- 15. 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.

Property Clearance Certificate

Windfall Gains Tax



HAINES CONVEYANCING SERVICES PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD LEVEL 20, 535 BOURKE STREET MELBOURNE VIC 3000

Your Reference: 86520401:127404118

Certificate No: 81220407

Issue Date: 23 DEC 2024

Land Address: LOT 8 COMBRIDGE DRIVE BEREMBOKE VIC 3342

 Lot
 Plan
 Volume
 Folio

 8
 120609
 11581
 575

Vendor: RAE CAMBELL-MCFARLANE, PETER CAMILLERI & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick

Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 81220407

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

- The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the Windfall Gains Tax Act 2021, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

- A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
- 11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073 Ref: 81220402

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: 81220402

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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