

# Contract of Sale of Land

Property:

**Lot**                    **,35 Kidman Street, Yarraville VIC 3013**

**New Door Conveyancing**  
33 Leichhardt Avenue  
BURNSIDE HEIGHTS VIC 3023  
Tel: 0425 841 114  
Ref: SK:23/0666

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

### **EXCEPTIONS:** the 3-day cooling-off period does not apply if:

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2023

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2023

**Print names(s) of person(s) signing:** Cini Developments Pty Ltd ACN 621 359 395 .....

State nature of authority, if applicable: .....

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

# Particulars of Sale

## Vendor's estate agent

Name: Development Agency Group Pty Ltd  
Address:  
Email: lucas@developmentagency.com.au  
Tel: Mob: 0418 368 205 Fax: Ref:

## Vendor

Name: Cini Developments Pty Ltd ACN 621 359 395  
Address: 61 Saltley Street, South Kingsville VIC 3015  
ABN/ACN: ACN 621 359 395  
Email:

## Vendor's legal practitioner or conveyancer

Name: New Door Conveyancing  
Address: 33 Leichhardt Avenue, Burnside Heights VIC 3023  
Email: sarahkarabas@newdoorconveyancing.com.au  
Tel: 0425 841 114 Mob: Fax: Ref: 23/0666

## Purchaser's estate agent

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

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Parent Certificate of Title reference	being lot	On proposed plan
Volume 7364 Folio 744		PS 915628A

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Lot \_\_\_\_\_, 35 Kidman Street, Yarraville VIC 3013

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

Refer to attached specifications list

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**

on the later of:

- the 14<sup>th</sup> day after the vendor gives notice in writing to the purchaser of the issue of the occupancy permit; or
- the 14<sup>th</sup> day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

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

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

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

# SPECIAL CONDITIONS

## 1. FAILURE TO COMPLETE

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The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase monies outstanding under the Contract pay to the Vendor the following sums:

- 1.1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- 1.2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement.
  - (a) Accommodation expenses necessarily incurred by the Vendor.
  - (b) Storage cost of the Vendor's furniture and other possessions.
  - (c) Legal costs and expenses as between Solicitor and client.
  - (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

## 2. DEFAULT INTEREST

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If the purchaser defaults in payment of any money under this contract, the purchaser must without prejudice to any other rights of the vendor, pay to the vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

## 3. SETTLEMENT AND FAILURE TO SETTLE ON APPOINTED DAY

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The purchaser shall pay to the vendor's legal representative (and mortgagee where applicable) the proper costs occasioned by the failure to settle on the appointed day where such failure is caused by the purchaser or his solicitor or mortgagee.

If the Purchaser requires the settlement date to be rescheduled the purchaser will be required to pay the Vendor's Conveyancer Settlement Re Booking Fee in the sum of \$220.00 for each and every time settlement is re-scheduled. These costs shall be payable even though the purchaser shall not be deemed to be in default under the Contract. Any provision of this Contract which binds the purchaser and which is capable of having effect after completion including, without limitation, the purchaser's warranties and indemnities will not merge on completion and will continue in full force.

## 4. FITNESS OF PROPERTY

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The Purchaser further 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 in respect to same and the Purchaser expressly releases the Vendor and/or its servants or agents from any claims or demands in respect thereto.

## 5. DELIVERY OF NOMINATION

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General Condition 4 shall be deleted and replaced with the following special condition:

- 5.1. The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.
- 5.2. If the Purchaser nominates, such nomination can only occur if:
  - (a) The Purchaser is not in default under this Contract; and
  - (b) Notice is given at least ten days prior to settlement date.
- 5.3. The costs of such nomination are fixed at \$220.00 (inclusive of GST) and are accepted and payable by the Nominated Purchaser to the Vendor's Conveyancer upon nomination by the Purchaser.
- 5.4. If the Nominee is or includes a person required to give notice of its intention to purchase the Property under the Foreign Acquisitions and Takeovers Act 1975 (Cth), the Purchaser warrants that the Nominee has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Nominee on the terms and conditions set out in this Contract.

## 6. NON-MERGER

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Obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

## 7. ACCEPTANCE OF TITLE

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General condition 14.3 is added:

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

## 8. STAMP DUTY LIABILITY

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The Purchaser shall be liable for all stamp duty payable on the Transfer of the Land and the Purchaser shall indemnify the Vendor against all claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this Contract including any nomination of a substitute or additional purchaser or the Transfer of Land.

## 9. PURCHASER BUYING IN UNEQUAL SHARES

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9.1. If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').

Name : \_\_\_\_\_ %

Name : \_\_\_\_\_ %

Name : \_\_\_\_\_ %

Name : \_\_\_\_\_ %

Total 100 %

9.2. If the proportions recorded in the transfer differ from those recorded in the contract it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

9.3. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal representative against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

9.4. This special condition will not merge on completion.

## 10. MATHEMATICAL MISTAKE

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The parties agree that where a mathematical mistake has occurred so that a party –

10.1. has received less than that party is entitled; or

10.2. has paid more than that party is required,

10.3. under the terms of the Contract, the party may, in addition to all other remedies of that party, within two months from the date on which completion took place, by notice in writing require the other party to pay to the party an amount equal to the financial measure of the mistake.

## 11. OUTGOINGS AND OTHER EXPENSES

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11.1. All rates, taxes, levies, insurance premiums and assessments (including State Land Tax calculated on the proportional land tax stated on the Land Tax Assessment) in respect of the lot hereby must be adjusted between the Vendor and Purchaser on the basis that they have or will be paid by the Vendor. Despite this Special Condition the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.

11.2. If the property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and Purchaser is either

11.3. on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:

(a) the lot liability of the property bears to the total liability of all of the lots on the plan of subdivision;

(b) the surface area of the property bears to the surface area of the land that is subject to the assessment; or

(c) on such other basis as the Vendor may reasonable direct the Purchaser on or before the Settlement Date.

11.4. The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. The Vendor will not be obliged to provide cheque directions until this condition has been completed with.

11.5. If, as a result of the Purchasers failure to settle this Contract as required before 31 December in any one year, settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser shall be responsible for the total amount of Land Tax assessed against the property regardless of the Vendors other land holdings.

## 12. NO REPRESENTATION

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

## 13. DEPOSIT

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The deposit moneys payable by the purchaser hereunder shall be paid to the Licensed Estate Agent as agent of the Vendor or the Vendors Solicitor or Conveyancer hereinbefore specified to be held by them on trust for the purchaser until:-

(a) the said plan has been registered at the Office of Titles as aforesaid; and

(b) A Statement of Compliance has been issued in respect of the plan

Thereafter the deposit shall be held in accordance with Division 3 of the Sale of Land Act 1962 (as amended).



## 14. FIRB APPROVAL

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- 14.1. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.
- 14.2. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this on this warranty when entering into this contract including any consequential loss.
- 14.3. This warranty and indemnity do not merge on completion of the contract.

## 15. CONDITION CONFLICT

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In the event of a conflict between a Special Condition and a General Condition, the Special Condition shall prevail.

## 16. GUARANTEE AND INDEMNITY

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- 16.1. Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution of this Contract sign the Guarantee and Indemnity in the form attached to this Contract by all the directors of the Purchaser company as applicable.
- 16.2. The Purchaser must provide to the Vendor with the executed Guaranty and Indemnity a current ASIC Extract showing the current status of the corporation together with the names and address of all officeholders.
- 16.3. Each indemnity in this Contract is separate and independent from the Purchaser's other obligations in this Contract and continues after settlement or after this Contract ends.
- 16.4. The Vendor may recover under any indemnity before incurring expense.
- 16.5. The Purchaser acknowledges that any signatory for a proprietary limited company Purchaser 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

## 17. SERVICES

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**Service Fees** means any fee, contribution, charge or expense paid to payable to a Provider for the supply, connection, work, installation, infrastructure to enable, connect or transfer any services to the Land.

**Services** means all services specified in the Section 32 Statement and all services of any nature from time to time provided to the Land or made available for use by the Purchaser at the Land including any electricity, gas, lighting, fuel, telephone, internet or other communications, pay TV, NBN service, smoke detector, water sewerage, ventilation, drainage, air conditioning, water disposal or hydraulic services.

- 17.1 The Purchaser acknowledges that:
  - (a) the services may not be connected to the property at settlement and;
  - (b) they will be responsible to pay all service fees in respect to the services connected or to be connected to the land.
- 17.2 The Purchaser acknowledges that the Vendor has made no representation as to the quantum of service fees, availability or adequacy of the services for the Purchaser's proposed use of the Land and the Purchaser must rely on their own appropriate inquiries as to the quantum of service fees, availability or adequacy of services and will not make any claim against the Vendor in respect to same.
- 17.3 The condition of the available or connected 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.
- 17.4 The Vendor at its absolute discretion may arrange for the connection of any or all services to the land and the Purchaser will not make any claim against the Vendor should the Services not be connected to the Property at settlement.
- 17.5 Any service fee paid or to be paid by the Vendor to a Provider must be paid to the Vendor in full by the Purchaser at settlement and the Purchaser must not make any claim, requisition or inquiry, delay or refuse settlement, retain, withhold or require any adjustment of money and or issue proceedings, injunctive or otherwise because of any matters contemplated by this Special Condition.
- 17.6 This special condition will continue for the benefit of the Vendor and will not merge with the transfer of the property.

## 18. VENDOR TO COMPLY WITH AUTHORITY

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- 18.1. The Purchaser acknowledges that to enable completion of the Works and registration of the final Plan of Subdivision (if applicable) the Vendor may be required by an Authority after the Day of Sale to:
  - (a) enter into agreements (including under Section 173 of the Planning and Environment Act 1987 (Vic), leases or licences); or
  - (b) create easements, enter into covenants or grant or create other rights and restrictions, which may burden and be recorded against the certificate of title.
- 18.2. Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not:
  - (a) Make any requisition, objection or claim;
  - (b) Ask the Vendor to take any action or incur any Cost;
  - (c) Delay settlement or rescind or terminate this Contract because of the creation of anything referred to in this Special Condition.

## 19. ADVICE AND NEGOTIATION

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Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- 19.1. The Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions and effect of this Contract prior to signing this Contract and
- 19.2. The Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this contract.
- 19.3. The Purchaser acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase the property, the Purchaser received from the Vendor or the Vendor's agent a copy of the Section 32 Statement signed by the Vendor, the Particulars of Sale and the Special Conditions herein or attached to the Contract and a Due Diligence Checklist.

## 20. CONSTRUCTION WORKS

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**Works** means that part of the Project comprising works:

- To be carried out on or within the land; and
  - Necessary to procure the issuing of an Occupancy Permit for the Property
- 20.1. This Contract is based on an irrevocable understanding, agreement and acknowledgement by the Vendor and Purchaser, that, a separate Domestic Building Contract has been or will be entered into, as soon as practicable, between the Vendor and the Builder, for the construction of the Works and without limiting generality hereof, a dwelling on the lot, constructed, generally, in accordance with the attached Plans and Specifications and List of Inclusions.
  - 20.2. This sale is conditional upon completion of the Works to the Builder's standard of practical completion (excepting minor defects and omissions patent or latent) and is further conditional upon the issuing of an Occupancy Permit for the Property. In the event that an Occupancy Permit has not issued on or before 36 months from the day of sale, then the Purchaser may at any time thereafter (but prior to such permit issuing) terminate this Contract by written notice to the Vendor and thereupon the deposit under this Contract shall be refunded to the Purchaser.
  - 20.3. The Purchaser acknowledges and agrees this Contract is not a Domestic Building Contract within the meaning of the *Domestic Building Contracts Act*;
  - 20.4. The Purchaser acknowledges and agrees this Contract has been entered into pursuant to Section 137E (a) of the *Building Act 1993*; and
  - 20.5. The Vendor or the Builder, without reference to the Purchaser, may make any change to the attached Goods: List of Inclusions which it deems reasonably necessary or which becomes reasonably necessary as a consequence of:
    - (a) unavailability of; or
    - (b) an unreasonable increase in price; orfailure to meet the Vendors or Builders standards; or of any item, fixture, fitting or product referred to in the List of Inclusions ("unavailable product"). In making any change to the List of Inclusions the Vendor or Builder shall replace any unavailable product with an item, fixture, fitting or product of equal or similar pricing, quality and standard to that of the unavailable product.

## 21. DEFECTS LIABILITY PERIOD

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- 21.1. The Vendor must attend or cause the Builder to attend to rectification of any defects (patent and latent) in any part of the Works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of the defects within three (3) months after the settlement date of this Contract.
- 21.2. The obligations of the Vendor under special condition 21.1 shall cease upon the expiration of the three (3) month period, or the satisfactory rectification of the notified defects (patent or latent), whichever is the later. The Vendor is not obligated to attend or cause the Builder to attend to any rectification of any defect which is not patent or latent and in any event is not obligated to attend to those alleged defective works after the expiry of the three (3) month period from the date of completion of this Contract.
- 21.3. The parties expressly agree that any cracking, loosening or other movement caused by natural shrinkage or settlement does not constitute a defect (patent or latent) in materials or workmanship.
- 21.4. The Purchaser must give the Vendor and the Builder and their respective agents, employees and contractors reasonable access at reasonable times (being, 8am to 6pm: Monday to Saturday) to the property to allow them to carry out any rectification of notified defects.
- 21.5. The Purchaser must not make any objection or claim any compensation from the Vendor or attempt to rescind or terminate this Contract or seek to delay, postpone or defer settlement or refuse to settle or to withhold any part of the price as a result of or in respect of the matters referred to in this special condition.

## 22. VARIATIONS TO PLAN AND/ OR SPECIFICATIONS

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The Purchaser will accept and will make no claim for compensation, loss or damage in respect of any variations of the plans and/or specifications which may become necessary during the course of construction of the Works, by reason of matters beyond the control of the Vendor or Builder, including without limitation requirements or direction of any Government Department or Municipal Authority provided that the Vendor/builder must endeavour to adhere to the plans and specifications and must notify the Purchaser of any variation to the plans and/or specifications that materially affects the lot or dwelling hereby sold.

## 23. VALE OF THE LAND

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The Purchaser agrees and acknowledges that:

- 23.1. The value of the land and any improvements thereon (including the value of the Works) as at the date of this contract as estimated by the Vendor is set out opposite the item "Estimated Land Value" ("Land Value") in the Particulars of Sale;
- 23.2. the difference between the price and the amount of the Land Value represents the Vendor's estimate of the value of the Works to be carried out or which have been carried out since the day of sale;
- 23.3. the vendor has made such estimate of the Land Value based on information available to the Vendor as at the day of sale;
- 23.4. the Vendor shall be entitled to revise its estimate of the Land Value and the value of the works to be carried out since the day of sale if advised by the vendor's consultants to do so; and
- 23.5. the purchaser has made its own enquiries and investigations as to the amount of stamp duty payable by the purchaser on the transfer;
- 23.6. the purchaser must not raise any objection or make any claim against the vendor in respect of the amount ultimately attributed by the vendor as the dutiable value of the property or any other part of the statutory declaration to be provided by the vendor in accordance with the Duties Act 2000 and/or any rulings made by the State Revenue Office.
- 23.7. In accordance with current rulings and practice of the State Revenue Office, the estimated value of the land and improvements as at the day of sale for the purposes of calculation of stamp duty payable on the Transfer of Land from the vendor to the purchaser at settlement is as set out in the particulars.
- 23.8. The vendor does not warrant that the said Transfer will be assessed for stamp duty on the basis of the amount referred to above and the purchaser acknowledges that he will be solely responsible for the payment of stamp duty on the said Transfer of Land and will not call upon the vendor to contribute to or to pay compensation in respect of the purchaser's liability for such duty in any circumstances including but without limitation, in the event of any assessment for stamp duty on a value higher than that set out in this condition. The inclusion of an estimated value in this clause is not a representation or warranty by the vendor as to such value and the purchaser acknowledges that he has satisfied himself as to the value of the land and improvements as at the date of sale and as to all relevant stamp duty legislation and practices before entering into this Contract.

## 24. REGISTRATION OF THE PLAN OF SUBDIVISION 915628A

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- 24.1. This Contract is conditional upon the Plan of Subdivision No 915628A ("the Plan") a copy of which is annexed hereto being registered by the Registrar of Titles within 36 months ("sun set clause date") of the date of this contract.
- 24.2. The Vendor at its own costs shall:
  - (a) Subject to special condition 24.3 submit the Plan to the Responsible Authority for certification and then submit the Plan to the Land Registry for registration. The Plan shall incorporate any variations or amendments as may be required by the Responsible Authority, or any other Governmental or Semi-Governmental Agency and the Land Registry whose consent or approval of the Plan is required;
  - (b) The vendor shall use its best endeavors and do all things reasonably required of it to expedite and procure the registration of Plan **PROVIDED THAT** if for some reason beyond the vendor's control the registration of the Plan shall, in the vendor's reasonable opinion, become impracticable then the vendor shall be relieved of its obligations under this special condition and may discontinue its efforts to procure registration of the Plan and withdraw the Plan from the Land Registry. In this event this Contract shall be terminated and all rights conferred upon the purchaser shall immediately cease save that the vendor shall refund to the purchaser any monies, by way of deposit or otherwise, which the purchaser has paid to the vendor pursuant to this Contract and the purchaser shall not be entitled to claim any compensation from the vendor in respect of any costs, fees or other expenses paid or incurred by the purchaser.
  - (c) The Vendor shall notify the purchaser's solicitor in writing of the registration as soon as practicable after the Plan has been registered .
- 24.3. Rescission – Sunset Clause
  - (a) The Vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
  - (b) The Purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
  - (c) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
  - (d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- 24.4. Consequences of Rescission
  - (a) If this Contract is rescinded pursuant to Special Condition 24.2 or 24.3 the deposit will be refunded to the Purchaser in accordance with the provisions of this Contract and neither party will have any further liability to the other in relation to this

Contract.

- (b) The Purchaser must not claim any compensation if the Contract is rescinded pursuant to special conditions 24.2 or 24.3.
- (c) If the deposit has been invested any interest earned as a result will be paid to the Vendor solely.

## 25. COMPLIANCE WITH SUBDIVISION ACT 1988

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The property is sold under the provisions of the *Subdivision Act 1988* and the Purchaser purchases subject to the provisions of the *Subdivision Act 1988* and without limitation acknowledges any easements and other affects (express/implied) over the Property, applicable thereon and any Lot entitlement and Lot liability as set out on the Plan of Subdivision.

## 26. PURCHASER BOUND BY PERMIT CONDITIONS

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The Purchaser buys subject to and agrees to be bound by the conditions of the Planning Permit issued by the Maribyrnong City Council TP242/2022(1) dated 17 March 2023 ("**the Planning Permit**"), a copy of which is attached to the Vendors Statement and all agreements relating to those conditions, that, are made between the Vendor and relevant authorities and shall make no requisition, request, suit, demand or act in any way contrary to any matter contained in the Planning Permit and Agreements.

## 27. VARIATIONS TO THE PLAN OF SUBDIVISION 915628A

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- 27.1. The Vendor may in the Vendor's absolute discretion make any variations, amendments and alterations to the Plan, which are necessary to obtain the certification or registration of the plan or which the Vendor, in the Vendor's absolute discretion, considers necessary.
- 27.2. The Vendor will notify the Purchaser of any amendment or alteration to the Plan where required under the Sale of Land Act 1962 (Vic).
- 27.3. Subject to the Purchaser's rights under the Sale of Land Act 1962 (Vic), the Purchaser must not make any objection, requisition, or exercise any Purchaser Rights because of:
  - (a) any amendment or alternation to the Plan which does not materially and detrimentally affect the Purchaser' or
  - (b) any alleged misdescription of the land or deficiency in its area or measurements; or
  - (c) any re-numbering of lots on the Plan; or
  - (d) any alteration or variation of the position of the lots on the Plan; or
  - (e) any consolidation of lots on the Plan; or
  - (f) any inconvenience or disturbance which may occur during the period of the subdivision of the Site in stages; or
  - (g) any loss of amenity at settlement caused by the incompleteness of development of the site; or
  - (h) any other matter contemplated by this special condition;
  - (i) nor will the Purchaser call on the Vendor to amend the title to the Land or pay all or any part of the cost of doing so.
- 27.4. Subject to the Purchaser's rights under the Sale of Land Act 1962 (Vic) the Purchaser must accept the property as ultimately registered even though there may be minor variations or discrepancies between the Property as sold under this Contract and the Property as shown in the registered Plan.

## 28. WORKS AFFECTING SURFACE LEVELS

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- 28.1. The Vendor hereby warrants to have complied with or will be in compliance with any relevant and operative conditions relating to works affecting surface levels contained in the planning permit.
- 28.2. The Purchaser buys subject to any filling, raising, levelling and packing and to the extent and effect that any such filling, raising, levelling and packing shall be entirely at the risk of the Purchaser. No requisition, claim or set-off shall be made by the Purchaser against the Vendor by reason of any filling or by reason of any warranty, representation or statement made or alleged to have been made by the Vendor or by any person on the Vendors behalf. The Purchaser further acknowledges that the terms of this special condition shall also apply to any filling, raising, levelling and packing on or over the property prior to the Vendors acquisition thereof.

## 29. LOCATION OF EASEMENTS

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- 29.1. Section 10(1) of the *Sale of Land Act 1962* shall not apply in respect of the final location of any easement shown on the Plan.
- 29.2. The Purchaser acknowledges and agrees that any amendment or amendments to the Plan having the effect of altering or amending or adding to any easement affecting the Land (provided that such easements shall be contiguous to one or more boundaries of the Land and not be more than 3 metres in width) shall:
  - (a) For the purposes of Section 9AC of the *Sale of Land Act 1962* be deemed not to materially affect the Land; and
  - (b) For the purposes of Section 10(1) of the *Sale of Land Act 1962* be deemed not to restrict or limit the use of the Land.

### **30. NO CAVEAT**

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Until such time as the said Plan of Subdivision has been so registered by the Registrar of Titles the purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the purchaser's interest in the land under this contract and the purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this provision.

### **31. OWNERS CORPORATION**

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- 31.1.** If The property is sold subject to the Owners Corporation Act 2006, the schedule of lot entitlement and liability, the Owners Corporation Rules and any encumbrance affecting the common property. Where the vendor remains the owner or occupier of any lot in the subdivision the Owners Corporation Rules will not apply or be enforceable against the vendor where to do so would hinder or prevent the vendor completing any aspects of the development.
- 31.2.** On the registration of the Occupancy Permit the Vendor
- (a)** may procure the Owners Corporation to appoint a managing agent nominated by the Vendor to be registered in accordance with Part 12 of the OC Act for the Owners Corporation; and
  - (b)** may enter into any contract with one or more providers for the provision of any Services for the Owners Corporation and if applicable set any levies for the recovery of such services.

## GUARANTEE and INDEMNITY

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I/We,

of

being the **Sole Director / Directors** of

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

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

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

this ..... day of ..... 2023

SIGNED by the said

)  
)  
)

.....  
Director/s Name

.....  
Director/s (Sign)

in the presence of:

)  
)  
)

.....  
Witness:

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may 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.

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES



- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—

- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

## Money

### 14. DEPOSIT

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) 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 transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,



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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

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

## 20. LOAN



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

## **21. BUILDING REPORT**

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

## **22. PEST REPORT**

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by

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

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

### **32. BREACH**

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

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

### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

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

### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether

the deposit has been paid or not; and

- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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







# PROJECT SPECIFICATION

**Project Address:** 35 Kidman Street, Yarraville VIC 3013

**Client:** Cini Developments Pty Ltd

**Postal Address:** 6 Cain Avenue, Keilor East, VIC 3033

These specifications form part of the Building Contract. The owner shall, therefore, ensure that that they are fully and accurately completed to suit the design including any special requirements and that all copies agree in every respect.

**Builder:** Cini Property Group Pty Ltd

**Phone:** 0401 724 013

**Address:** 61 Saltley Street, South Kingsville VIC 3015

These project specifications, in conjunction with the drawings form part of the Building Contract dated:

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Owner/s: \_\_\_\_\_

Builder: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## 1 PRELIMINARY

1.1 These are the specifications to be used in the construction of a building as shown on dimensioned in the accompanying drawings.

1.2 These specifications specify finishes and/or materials to be used in the construction of a building, both parties must initial amendments

1.3 All works shall comply with the Building Regulations, as legislated for and adopted by the State Government, inclusive of any code or other document that is adopted by or specified in the Building Regulations, and any other regulation provided, or administered by a State or local authority having jurisdiction over the building works.

Where in addition to the works referred to in the drawings and specifications any authority having jurisdiction over works requires additional work to enable the issue of a building approval/permit, or directs that additional work be performed, that work, shall be at the owner's expense, in accordance with the conditions of contract.

1.4 **These specifications** shall be taken as being generally applicable to the drawings and other documents forming part of the building agreement or contract

1.5 **Notices.** The builder shall give and receive all notices, except fencing notices.

1.6 **Plant and Labour.** In accordance with the contract the builder shall supply materials tools, scaffolding, plant, and do or have done works in all trades necessary to carry out the work indicated on the drawings and in these specifications

1.7 **Materials.** Unless otherwise specified, agreed to by the owner and approved of by the builder and Local Authority, materials used in the works shall be new, of good quality and in conformity with the drawings and these specifications. Defective materials shall, as soon as practical, be removed from the site.

1.8 **Allotment Identification.** The builder shall display on site, a conspicuous notice indicating the lot, street or identification number of the property and the name of builder.

1.9 **Temporary Water and single-phase Electric Power Supply.** Where the services are available for connection adjacent to the allotment, and unless otherwise specified, the builder shall arrange for water and electricity necessary for the carrying out of the building works, and shall pay all charges / costs associated with the connection and supply thereof. **Where the services are not available, and unless otherwise specified, the owner shall arrange and pay for alternative services (e.g.: generator), which are acceptable to the builder.**

1.10 **Allotment Verification.** The owner shall be responsible for the accuracy and clear delineation of all the allotment boundaries. In addition, the owner shall supply the builder with a current copy of the title of the allotment and if requested by the builder the owner shall further provide a survey plan showing the correct boundaries of the allotment and its location that can be established from a fixed reference point.

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

Unless otherwise shown on the drawings, the owner shall be responsible for establishing the point from which the builder will set out the building and this set out will be carried out by the builder using the details set out on the site plan.

1.11 **Access to the site.** Unless otherwise agreed, the owner will be responsible for providing an all-weather access to the building site to enable the delivery of all equipment, materials, and goods necessary for the works.

1.12 **Final completion.** Where such work is within the scope of the contract, the builder will remove all builders equipment and debris from the site, check satisfactory operation of all equipment doors, windows, locks, remove paint spots, clean windows, sweep floors, clean all plumbing fixtures, clean cupboards, clear gutters and downpipes, and leave the building and the site in a clean and tidy condition. The builder will obtain and give to the owner all necessary certificates of final approval from the various authorities.

1.13 **Purchasers Variations.** Requests for any changes/variations to the specification by the purchaser are to be made in writing and will incur a **minimum** \$500 administration fee payable by the purchaser. Any variations will be considered on their merit may be authorised at the discretion of the builder.

#### **CLIENTS PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION**

The building will be constructed as per the Building Contract, Specifications and Working Drawings. Please ensure you have read these documents carefully and agree with what has been included.

As per Occupational Health & Safety Regulations 2007, owners are NOT permitted to enter the construction site unless they are accompanied by an authorised representative of the Builder.

I/We \_\_\_\_\_ acknowledge and agree that these specifications take precedence over any past conversations and quotes previously supplied or discussed. I/We understand that we must not enter the building site unless they are accompanied by an authorised representative of the Builder.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

## Planning & External Works

	Y	N
Demolition of existing house and clearing of site by registered demolisher including demolition permit		X
Planning Permit		X
Building permit fees <i>Note: Only the fee payable for the application of a building permit to the building surveyor will be payable by Pembroke Homes. Any additional consultant fees will be payable by the client for example, structural amendments, footing probe, fire engineers report etc.</i>	X	
Builders indemnity insurance	X	
Contract works and public liability insurance	X	
Council contribution fees/bonds <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>		X
PIC charges <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>		X
Additional/alteration of new sewer branch if required		X
Stormwater drains in accordance with council approved civil design	X	
Drainage beyond property boundary as per stamped civil engineering design including reinstatement of any damaged concrete and traffic management requirements		X
Temporary power, fencing and toilet provided by builder	X	
Excavation/site cut (if any) – Allowance: Nil <i>Note: When the cost of soil removal is greater than the allowance above the balance is payable by the owner</i>	X	
Internal fencing	X	
Retaining walls		X
Perimeter fencing		X
Rock removal		X
Electrical connection application from underground pit external to property boundary to meter box and switchboard (single phase) <i>Note: Connection fees as well as any charge for the installation of an electricity pit will be charged to the Owner</i>	X	
Water Tapping including installation of meters <i>Note: Water tapping requirements to be confirmed by water authority. Please also refer to Note 1</i>	X	
Underground telephone conduit with draw string installed from the property boundary to external point of each unit <i>Note: Underground conduit provided will also be suitable for NBN lead in. Telephone line connection after handover including all consumer account opening fees to be paid by client. Please also refer to Note 1</i>	X	
NBN contribution and connection fees		X
Sewer drains and connections to point nominated by relevant authority within the property boundary <i>Note: Please also refer to Note 1</i>	X	
Gas connection based on high pressure gas being available including meters. <i>Note: Connection fees if any payable by the client</i>	X	
Termite pest control if required by council property information	X	

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

OH&S Compliance and relevant signage	<b>x</b>	
<b>Note 1: Should service authorities require fees for upgrades or extensions, these costs are to be paid by the client</b>		<b>x</b>
<b>Note 2: A “No Go Zone” permit is required if the site is in close proximity to power lines. If the acting authority deems power shutdowns, line protection or additional forms of compliance are required, the fees associated in doing so are to be paid by the client. Pembrook Homes are unable to determine the costs at the time of quoting, they can only be determined once onsite</b>		<b>x</b>
<b>Note (Tree Protection Zone) 3: Standard construction techniques have been allowed for, in particular opening trenches for slabs and providing services to each townhouse. No allowance has been made for an arborist to attend site prior to or during construction. Should an arborist be required to attend site to ensure works within tree protection zones are carried out in line with the planning permit then costs shall be incurred by the client</b>		<b>x</b>

### **Foundations & Concreting**

385mm waffle pod slab as per engineering 450mm bored piers as per engineering and soil report	<b>x</b>	
Note: Should a situation arise where excess concrete over and above the allowance is required, Pembrook Homes will contact the owner prior to the placement of concrete, and this will be charged at \$300 per cubic meter	<b>x</b>	
<b>Note: Should any revisions to engineering and subsequently to the building permit be required as a result of improving the design and structural integrity, such costs will be paid by the client</b>		<b>x</b>

### **Frame Construction**

Conventional stick build or prefabricated wall framing	<b>x</b>	
Prefabricated floor and roof trusses	<b>x</b>	
Compliance with AS 1684-Residential timber framed construction	<b>x</b>	
Compliance with endorsed town planning & working drawings	<b>x</b>	
Compliance with endorsed engineering design/plans	<b>x</b>	

### **Windows**

Aluminium framed windows in accordance with plans and elevations. <i>Note: Windows and doors will be nearest standard size to the nominated sizes on the architectural plans.</i> Colour: Refer to colour schedule Glass: Refer to plans & energy report	<b>x</b>	
Obscure glass: As indicated on plan	<b>x</b>	
Flyscreens & security doors		<b>x</b>

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

## External Cladding

Face brickwork \$1,350 per 1,000 allowance		<b>x</b>
25mm Boral shaftliner system to partiwall	<b>x</b>	
75mm thick rendered polystyrene to first floor areas as per finishes legend and elevations.	<b>x</b>	
75mm thick rendered polystyrene with grooves to first floor areas as per finishes legend and elevations.		<b>x</b>
50mm thick rendered Hebel to ground floor areas as per finishes legend and elevations	<b>x</b>	
Stria cladding, with painted finish to areas as nominated on town planning approved elevations		<b>x</b>
Cement Sheet cladding with painted finish to areas nominated as per finishes legend and elevations		<b>x</b>
Axon cladding with painted finish to areas as nominated on town planning approved elevations	<b>x</b>	
Decorative aluminium wood look cladding to areas as per finishes legend and elevations		<b>x</b>
Porch/Veranda/Eave Lining: Flush jointed cement sheet lining	<b>x</b>	

## Roof Cover

Concrete roof tiles: Boral Tudor profile or similar Colour: Refer to colour schedule		<b>x</b>
Corrugated, colorbond sheet metal roofing Colour: N/A		<b>x</b>
Kliplok roofing to all flat roof construction (where required) Colour: TBC	<b>x</b>	
Single sided reflective foil to underside of metal roofing or as required by energy rating report	<b>x</b>	
Metal fascia, downpipes, quad gutters, rain heads and box gutters Downpipes: 100x50mm rectangular, colorbond Charged downpipes: 90mm diameter round PVC (where required) Colour: TBC	<b>x</b>	

## External Doors

Front Door: 2340x820mm Primed solid front door with painted finish as per plan	<b>x</b>	
Front Door: Stained timber solid front door to all units as per plan		<b>x</b>
External Garage Door: Solid core flush panel door to rear of garage Door furniture: Gainsborough governor keyed alike to front door		<b>x</b>
Door stops: White cushion	<b>x</b>	

## Infills

Brickwork over windows	<b>x</b>	
Garage infill brickwork	<b>x</b>	

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

## Balconies

Waterproof balconies as per AS3740	<b>x</b>	
Pod and Paver System to Balconies Allows for 600x600x25mm builders range pavers	<b>x</b>	
Glass balustrading to balconies as per town planning requirements	<b>x</b>	
Rendered walls as per town planning requirements	<b>x</b>	
Powdered coated fixed louvre screens as per town planning requirements		<b>x</b>

## Insulation

Wall and ceiling insulation as per energy rating report	<b>x</b>	
Acoustic glass wool insulation to Boral Firewall Shaft liner system	<b>x</b>	
Sisalation foil to exterior walls	<b>x</b>	
Weather seals to external doors	<b>x</b>	
Caulking to all external expansion joints including wet areas internally	<b>x</b>	

## Plaster

10mm unispun plasterboard to ceiling of each unit (fixed directly to underside of trusses/joists)	<b>x</b>	
10mm RE plasterboard to walls of each unit (excluding wet areas)	<b>x</b>	
10mm aquacheck plasterboard to wet areas	<b>x</b>	
Steel battens to ceiling (only where required)	<b>x</b>	
Square set ceiling line throughout each unit	<b>x</b>	
75mm scotia cornice to garage of each unit	<b>x</b>	

## Fixing Material

Builders range <b>black</b> internal door handles	<b>x</b>	
Quick-slide flush panel sliding doors (2040mm H) to all built in robes		<b>x</b>
Quick-slide <b>black</b> mirror doors (2040mm H) to all built in robes	<b>x</b>	
2040mm high, flush panel, hinged and cavity sliding doors to ground floor and first floor of each unit	<b>x</b>	
67x18mm square dressed (primed MDF) architraves	<b>x</b>	
67x18mm square dressed (primed MDF) skirting boards	<b>x</b>	
Vic Ash staircase with satin finish	<b>x</b>	
Vic Ash handrail with square profile	<b>x</b>	
Plaster lined dwarf walls to first floor voids where required. Timber batten feature rail to open staircase (where applicable)	<b>x</b>	
Upgrade: glass balustrade		<b>x</b>
Tasmanian oak timber flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$100 p/sqm including installation		<b>x</b>
WPC/SPC Engineered flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$50 p/sqm	<b>x</b>	

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_



## Shelving

Robes: single fixed white melamine shelf with chrome hanging rail to all built in robes	x	
Linen: 4 fixed melamine shelves to linen	x	
Pantry: 4 fixed melamine shelves	x	

## Water Proofing

Waterproof shower enclosures to bathroom and ensuite	x	
Seal floor & wall junctions to bathroom and ensuite	x	
Waterproof all wet areas including floor & walls as per AS3740	x	

## Wall & Floor Tiling

Wall tiling standard, 500mm to bath, 1800mm to shower, 300mm to vanity including 100mm skirting tiles		x
Wall tiling upgrade: floor to ceiling in bathrooms and ensuites	x	
Floor tiling only to laundry and powder rooms of each unit including 100mm high skirting tiles	x	
Wall tiling 600mm to laundry splashback	x	
300mm high skirting tiles in garages where the internal walls are plastered	x	
Front porch/external tiling (if required)	x	
Note: Allowance for supply of tiles is \$35 per m2	x	

## Painting

2 coat paint system as per Pembroke Homes standard painting specifications	x	
Ceiling: flat ceiling white	x	
Walls: chalk dust	x	
Skirtings, Architraves & Internal Doors: chalk dust matt finish	x	

## Bathroom/Laundry

Laminate vanities as per internal elevations with 40mm thick 'Ambassador Stone' (from builders range) to bathroom, ensuite, and laundry cabinetry. - Laundry cabinetry to include overhead cupboards (where applicable)	x	
<b>Black</b> handles to below bench, 25mm overhang to overheads	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Ceramic bench mounted basins as per builders range	x	
Builders Range <b>Black</b> sink mixer bench mounted	x	
Semi-frameless <b>black</b> pivot shower screens to all shower enclosures of each unit	x	
Builders Range <b>Black</b> hand shower with rail to shower areas.	x	
Fibreglass shower bases with round waste outlets to all shower enclosures of each unit		x
Upgrade: Tiled hob shower base with square <b>Black</b> waste	x	

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

Upgrade: Inline tiled shower base with square <b>Black</b> waste	<b>x</b>	
Upgrade: Tiled shower niche (wall to wall where possible)	<b>x</b>	
Builders Range <b>Black</b> framed mirrors over vanity units	<b>x</b>	
Builders range standard toilets suites	<b>x</b>	
White acrylic drop in bath with tiled hob		<b>x</b>
Upgrade: 1500mm white acrylic freestanding bath	<b>x</b>	
Builders Range <b>Black</b> wall mounted spout and mixer to bath	<b>x</b>	
Accessories fitted to bathroom, laundry, and toilet <b>Note: 600mm towel rails to bathrooms and ensuites. Towel rails may need to be reduced in length due to space constraints</b>	<b>x</b>	
Top-mount stainless steel laundry trough	<b>x</b>	
Builders Range <b>Black</b> basin mixer bench mounted	<b>x</b>	

## Kitchen

Builders Range Laminate base and overhead cupboards as per internal elevations with 40mm thick 'Ambassador Stone' or similar (from builders' range). - Overhead cabinets to ceiling without bulkhead - Waterfall End (Unit 1 & 4 only)	<b>x</b>	
Tiled splashback 600mm above bench	<b>x</b>	
Builders Range <b>Black</b> handles to below bench, 25mm overhang to overhead joinery	<b>x</b>	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		<b>x</b>
Easy clean cutlery trays fitted to draws	<b>x</b>	
Under-mount stainless steel double bowl kitchen sink	<b>x</b>	
Builders Range <b>Black</b> kitchen mixer bench mounted	<b>x</b>	
Builders Range 600mm <b>Black</b> under bench electric oven		<b>x</b>
Builders Range 600mm <b>Black</b> gas hot plate/cook top		<b>x</b>
Builders Range 600mm stainless steel undermount rangehood		<b>x</b>
Builders Range 900mm <b>Black</b> under bench electric oven	<b>x</b>	
Builders Range 900mm <b>Black</b> gas hot plate/cook top	<b>x</b>	
Builders Range 900mm stainless steel slide out rangehood	<b>x</b>	
Builders Range 600mm stainless steel dishwasher	<b>x</b>	
900mm fridge provision	<b>x</b>	

## Garage Door

Standard colorbond panel lift garage door including motor with 2 remotes	<b>x</b>	
Upgrade: Timber look colorbond panel lift garage door including motor with 2 remotes		<b>x</b>

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

## Electrical

LED downlights (white) throughout all units as per electrical plan	x	
1 x builders range wall light/s to rear of each unit	x	
Ceiling exhaust to each unit (where required)	x	
Builders range white double internal power points as per electrical plan	x	
Builders range white switches as per electrical plan	x	
1 x builders range external power point to each unit or where required	x	
2 x data points to each unit	x	
2 x TV points including antenna fitted to each unit	x	
Hardwired smoke alarms in accordance with BCA requirements	x	

## Heating & Cooling

1 x Builders range inverter split system to living area and each bedroom of all units	x	
<b>Note: The size and capacity of each heating/cooling unit will be determined by the installer prior to installation by calculating the volume of each room. Should an alternative system be required, any changes or cost implications will be discussed on site with the client</b>		x

## Carpet

Godfrey Hirst – Tower Lights Range carpet on standard underlay to first floor, bedrooms, and robes (excluding wet areas) – Colour to be selected	x	
--	---	--

## Concrete Paving

Coloured concrete paving to driveway as per plan	x	
Upgrade: Aggregate concrete paving to driveway as per plan		x
New vehicle crossing(s) including associated permits	x	
Reinstate/resize existing crossover where required	x	
Remove existing crossover where required	x	
Reinstate footpath bays if damaged where required	x	

## Hot Water

<b>Solar hot water panel heating and gas boosted storage tank fitted in accordance with 6-star energy rating requirements</b>		x
Rainwater tank provided to each unit connected to toilet cisterns in lieu of solar heating system. Size of tanks to comply with the civil design as endorsed by the responsible authority	x	
Builders range continuous flow gas hot water system to each unit	x	

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

### Miscellaneous Items

Window Furnishing: Single roller binds	<b>x</b>	
Landscaping: Hard and soft landscaping including concrete pavers as per town planning requirements	<b>x</b>	
Fold down clothesline to each unit	<b>x</b>	
Timber decking to rear courtyard as per endorsed landscape design		<b>x</b>
Detailed cleaning inside and outside prior to handover	<b>x</b>	
Garden sheds where required to conform with town planning requirements	<b>x</b>	
Freestanding letterbox to each unit	<b>x</b>	
Garden taps at front and rear	<b>x</b>	
Window shrouds/privacy screens as per town planning requirement	<b>x</b>	
Front fence as per endorsed town planning design	<b>x</b>	

**Signed Client:** .....

**Signed Client:** .....

**Signed Builder:** .....

**Date:** .....

Initials (Client) \_\_\_\_\_

Initials (Builder) \_\_\_\_\_

# Vendor Statement

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

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

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

<b>Land</b>	LOT	,35 KIDMAN STREET, YARRAVILLE VIC 3013
-------------	-----	--

Vendor's name	Cini Developments Pty Ltd ACN 621 359 395	Date
Vendor's signature	_____	/ /

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

# 1. FINANCIAL MATTERS

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

Information concerning any rates, taxes, charges or other similar outgoings affecting the Property for which the Purchaser may become liable in consequence of the sale and which the Vendor might reasonably be expected to have knowledge of (and any interest payable on any part of them) can generally be found in the attached copies of relevant certificates attached to this Contract.

An appropriate adjustment will be required at settlement of any council and water rates, land tax, connection fees for services, water consumption and infrastructure, environment mitigation and other levies and any similar charges.

Other than set out above and in the Contract the Vendor is not aware of any other amounts for which the Purchaser may become liable as a consequence of having purchased the Property.

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

There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge of save for the usual adjustments of outgoings at settlement.

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act*

1993 if the square box is marked with an 'X'

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL
-----

### 4.3 Compulsory Acquisition

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

NIL
-----

## 5. BUILDING PERMITS

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

Are contained in the attached certificates

## 6. OWNERS CORPORATION

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

There is currently no active owners corporation however one may be created once the Plan of Subdivision registers

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

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

#### 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

#### 10.3 Further Plan of Subdivision

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

Not Applicable

### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

### 12. DUE DILIGENCE CHECKLIST

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

Is attached

### 13. ATTACHMENTS

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

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

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

---



# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 07364 FOLIO 744

Security no : 124107793029S  
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### LAND DESCRIPTION

Lot 243 on Plan of Subdivision 010950.  
PARENT TITLE Volume 05814 Folio 774  
Created by instrument 2279815 14/02/1950

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CINI DEVELOPMENTS PTY LTD of 61 SALTLEY STREET SOUTH KINGSVILLE VIC 3015  
AV750922M 17/06/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV750923K 17/06/2022  
WESTPAC BANKING CORPORATION

COVENANT 1511070

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 LP010950 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: 35 KIDMAN STREET YARRAVILLE VIC 3013

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 17/06/2022

DOCUMENT END



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FREEHOLD

*William*  
~~CAMAN DUFFY KING & CO.~~

O. O. T  
9 - NOV. 1932

VICTORIA  
~~3270765~~

TRANSFER OF LAND

~~3269978~~ *paid*

O. O. T  
14 OCT 1932  
2.31

VICTORIA  
STAMPED DUTY  
THIS  
INSTRUMENT  
DULY STAMPED  
HENRY A. AMOS  
COLLECTOR GENERAL  
STAMPS

I WILLIAM CHARLES ANGLISS of Bourke Street Melbourne Butcher being registered as the proprietor of an estate in fee simple in the - land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of NINE HUNDRED POUNDS paid to me by THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE of St. Patrick's Cathedral Grey Street Melbourne DO - HEREBY TRANSFER to the said THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE All my estate and interest in ALL THAT piece of land being Lots two hundred and twenty-six to two hundred thirty-two both inclusive and two hundred and thirty-nine to two hundred and forty-three both inclusive on Plan of Subdivision No. 10950 lodged in the Office of Titles and being part of Crown - Allotment Five Section Nine Parish of Out Paw Paw County of Bourke and being part of the land more particularly described in Certificate of Title Volume 3103 Folio 620480 AND the said Corporation for - itself and its transferees hereby COVENANTS with the said William - Charles Angliss his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the - balance of the land described in the said Certificate of Title other than the said Lots that it the said Corporation shall not erect any buildings whatsoever of less value than Four hundred pounds on any of the said Lots and shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or sand from the said Lots except for the - purpose of excavation for the foundation of any buildings to be - erected thereon and it is intended that the above covenant shall be set out as an encumbrance at the foot of the said Certificate of Title to be issued in respect of the said Lots and shall run - with the same.

DATED the 31<sup>st</sup> day of December One thousand - nine hundred and twenty-nine.

IMAGED

*Red & Blue*  
*3103 Pt*  
*480*  
*area 1.2.7*  
*being part of CA*  
*5 & 6 Lot H Sec*  
*9 of Out Paw Paw*  
*County of Bourke*  
*the cont. here*  
*only the cont.*  
*mentioned*

*17.11.32*

*17.10.32*  
*17.11.32*

*Extra duty*  
*3/6*  
*19/11/32*

*9/11/32*



SIGNED by the said WILLIAM CHARLES ANGLISS }  
in the State of Victoria in the presence of )

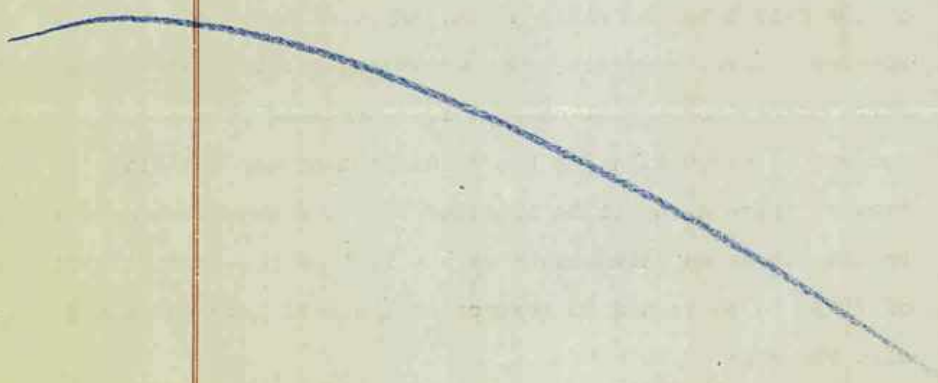
*W. C. Angliss*

*Nector. J. Meyer*  
*Bank in Town & West Hill*  
*Solicitors, Melbourne*

THE SEAL OF THE ROMAN CATHOLIC TRUSTS }  
CORPORATION FOR THE DIOCESE OF MELBOURNE }  
was hereto affixed by its Order in the - }  
presence of:-

*Thames* ) Corporation  
*M. H. ...* ) Trustees.  
*W. J. ...*

ENCUMBRANCES REFERRED TO.



*[Faint, illegible text at the bottom of the page]*

DATED 1929

MR. W. A. ANGLISS

-to-

THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE.

TRANSFER

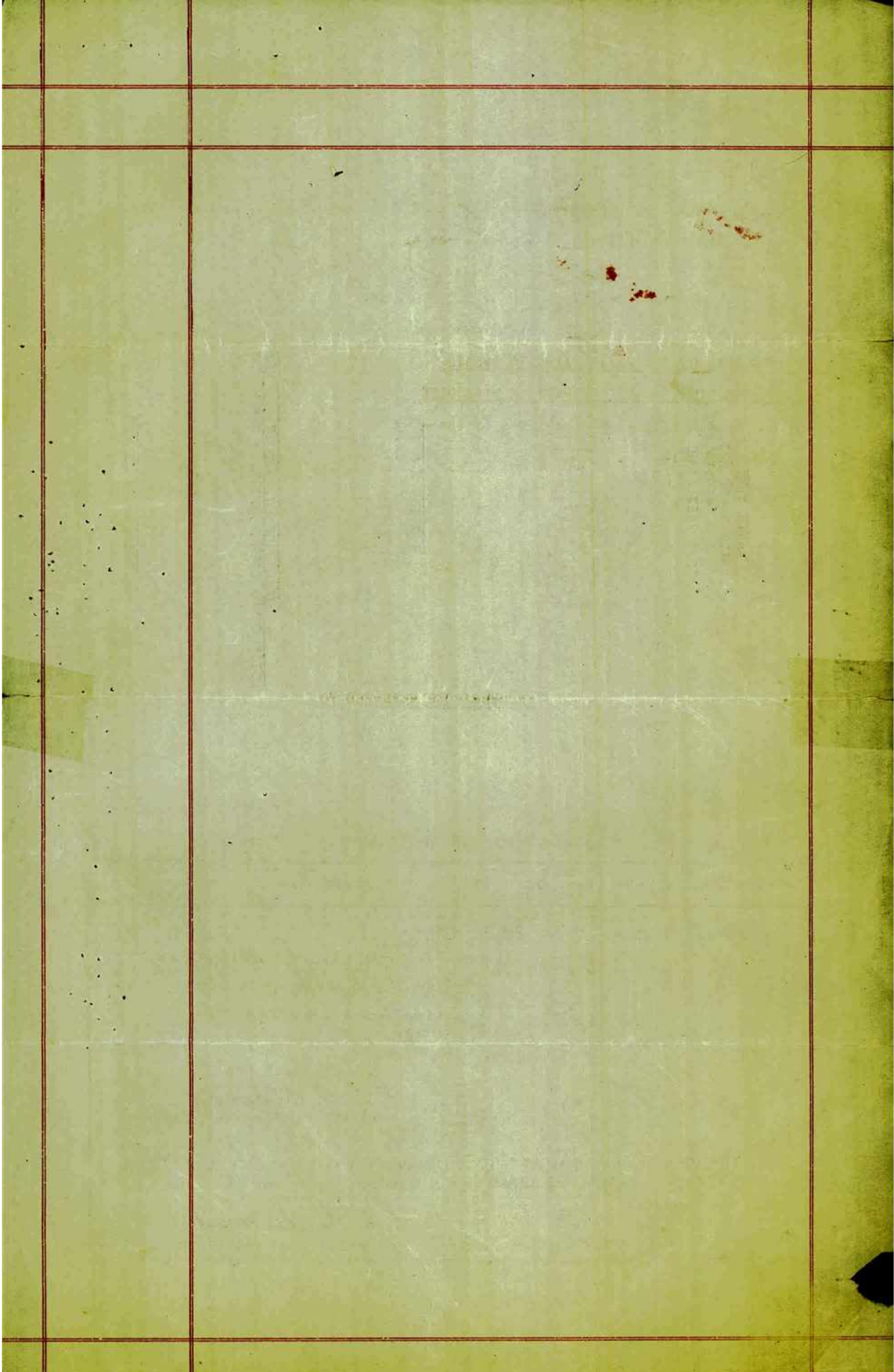
GAVAN DUFFY KING & CO., Solicitors, 125 Queen Street, Melbourne.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 9 <sup>th</sup> - DAY OF November 1932.	TO The Roman Catholic Trusts Corporation for the Diocese of Melbourne	1511070 ✓
<p><i>R. J. A. Thomas</i> ASSISTANT REGISTRAR OF TITLES.</p>			
<p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 3103 FOL. 620480. ✓</p>			
<p><i>R. J. A. Thomas</i> ASSISTANT REGISTRAR OF TITLES</p>			

*Rj*









# Imaged Document Cover Sheet

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**LP 10950**  
 EDITION 1  
 PLAN MAY BE LODGED  
 13-8-25

**9 SHEETS**  
**SHEET 1**

**COLOUR CODE**  
 E-1 = BLUE  
 E-2 = BROWN  
 E-3 = HATCHED RED OVER BLUE  
 E-4 = HATCHED RED OVER RED

**PLAN OF SUBDIVISION OF**  
**CROWN ALLOTMENTS 1, 2, 3, 4, 5, 6, & 7**  
**PORTION H SECTION 9**  
**PARISH OF CUT PAW PAW**  
**COUNTY OF BOURKE**  
 MEASUREMENTS ARE IN FEET AN INCHES  
 VOL 3103 FOL 480

ROADS COLOURED BROWN

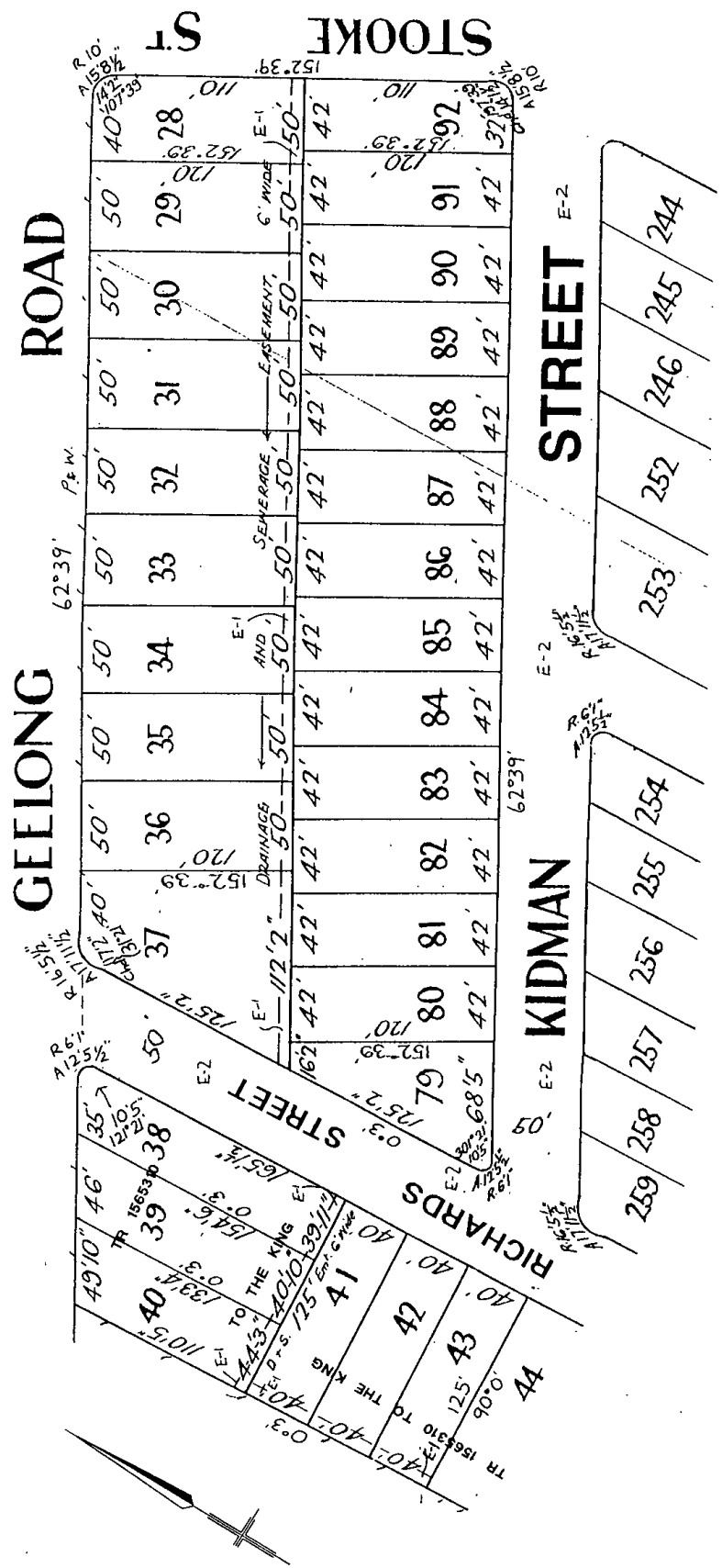
LAND SHOWN THUS  HAS BEEN  
 TRANSFERRED TO THE CROWN

LOT No.	DEALING No.
LOTS 38 TO 78	1565310

NOTE: THE DISTANCES FROM THE TANGENT POINTS OF THE  
 ROUNDED CORNERS TO THE INTERSECTION OF THE STREET ALIGNMENTS IS TEN FEET

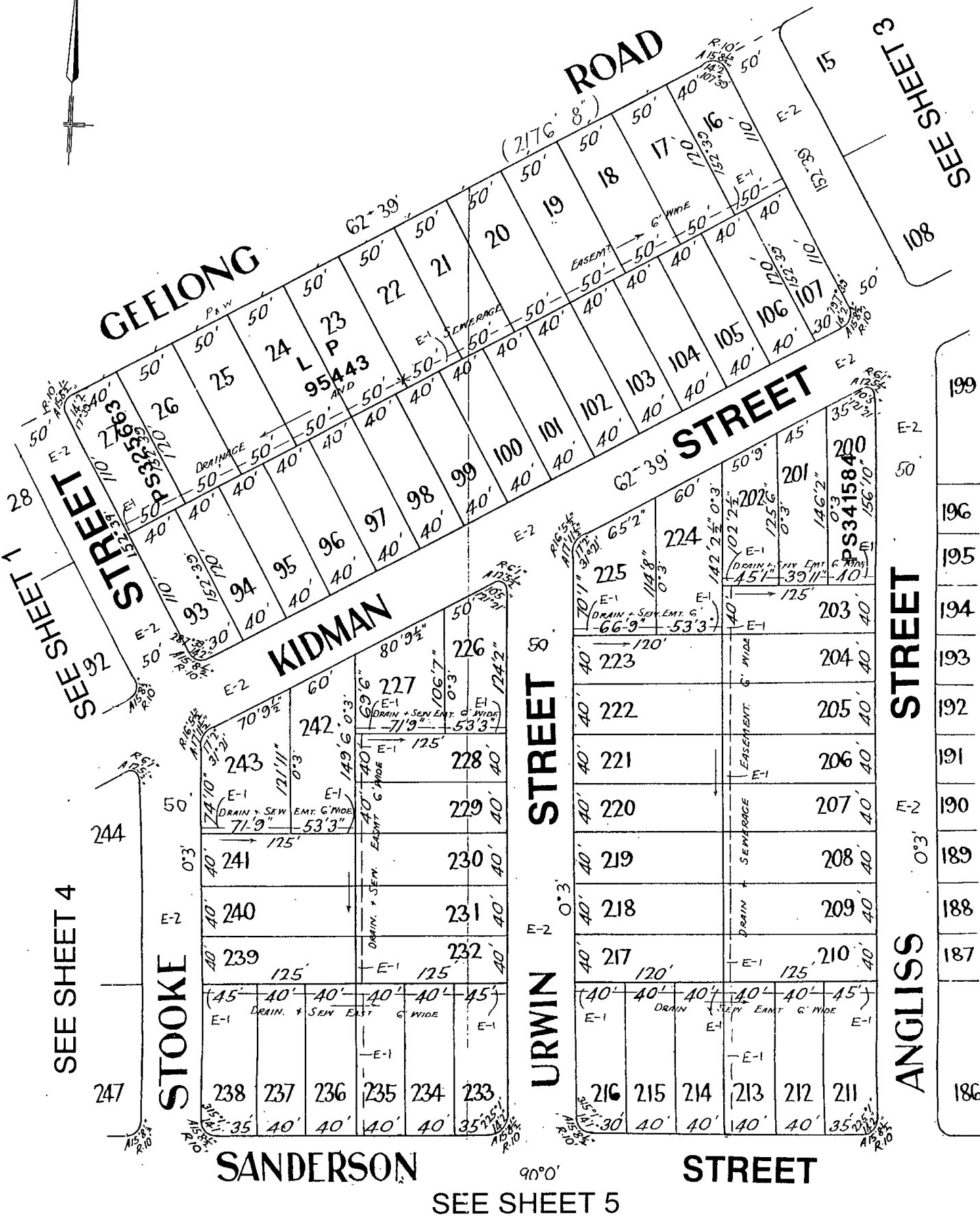
DRAINAGE AND SEWERAGE EASEMENT HATCHED RED OVER BLUE EXCISED  
 DRAINAGE AND SEWERAGE EASEMENT RED OVER RED INSERTED  
 VIDE APPN 16421 SEC 103

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



SEE SHEET 2

SEE SHEET 4



SEE SHEET 1

SEE SHEET 4

SEE SHEET 3

199

196

195

194

193

192

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188

187

186

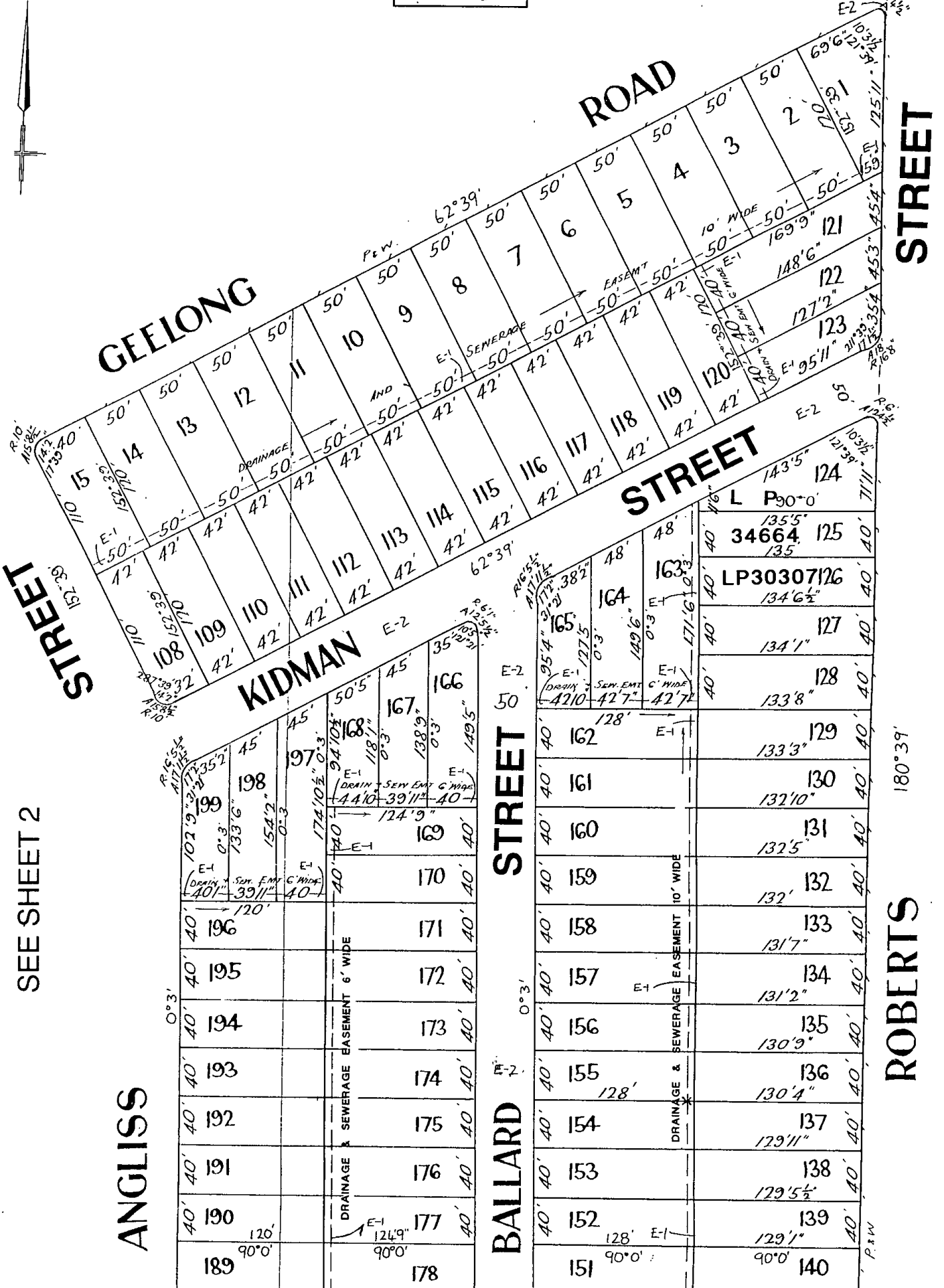
SEE SHEET 3

SEE SHEET 6

SEE SHEET 5

9 SHEETS  
SHEET 3

LP 10950



SEE SHEET 2

SEE SHEET 6

9 SHEETS  
SHEET 4

LP 10950



SEE SHEET 1

KIDMAN STREET

STREET

SEE SHEET 2

STREET

STREET

SANDERSON STREET

STREET

SEE SHEET 5

STOOKE STREET

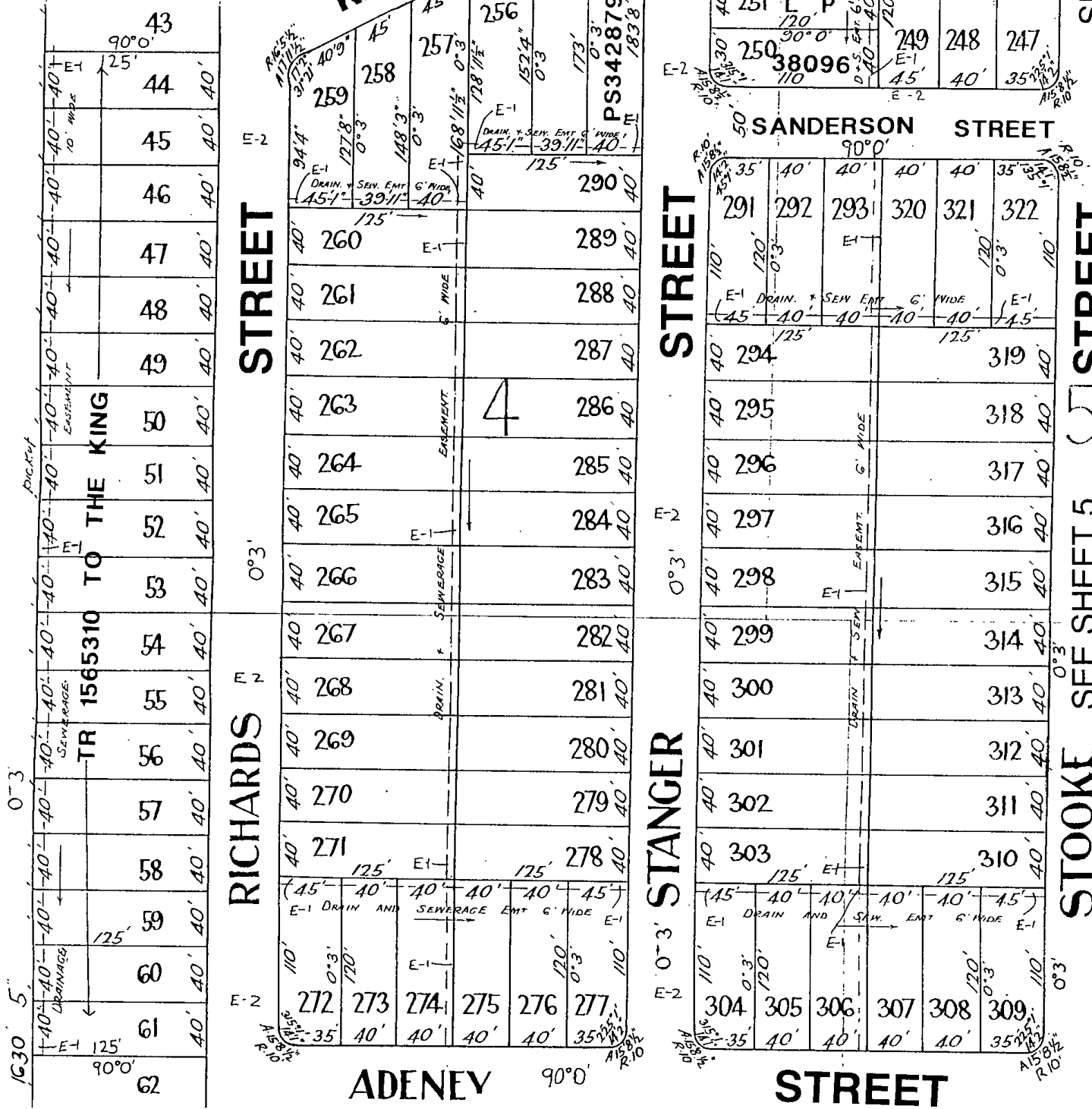
RICHARDS STREET

STANGER STREET

ADENEY STREET

STREET

SEE SHEET 7



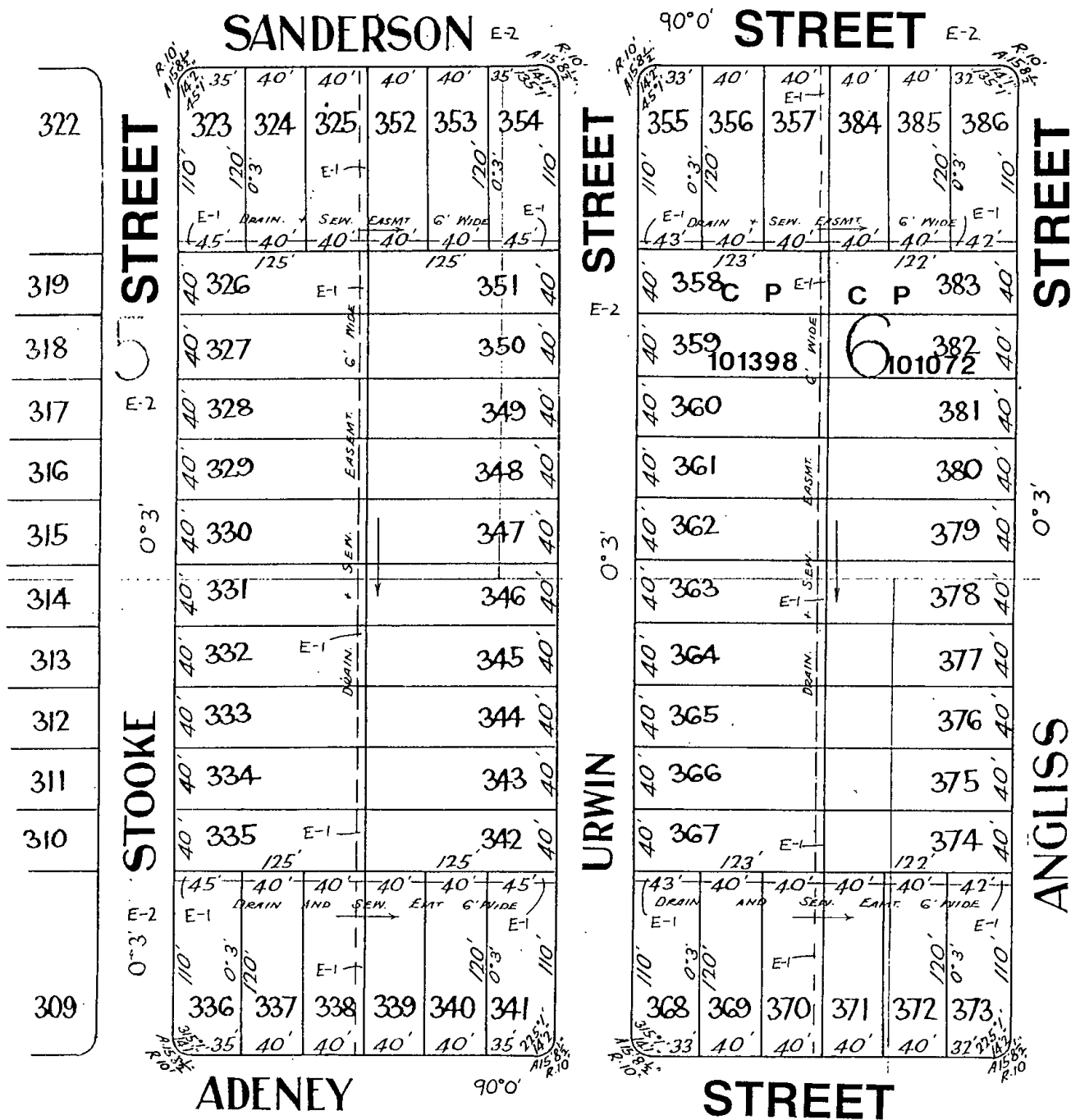
LP 10950

9 SHEETS  
SHEET 5

SEE SHEET 2

247	238	237	236	235	234	233	216	215	214	213	212	211
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SEE SHEET 4



SEE SHEET 6

SEE SHEET 8







LP 10950

9 SHEETS  
SHEET 8



SEE SHEET 5

309

336 337 338 339 340 341

368 369 370 371 372 373

E-2 ADENEY 90°0' E-2

STREET E-2

579	578	577	576	549	548	547
582	575				550	40
583	574		2		551	40
584	573				552	40
585	572				553	40
586	571				554	40
587	570				555	40
588	569				556	40
589	568				557	40
590	567				558	40
591	566				559	40
592	565	564	563	562	561	560

546	545	544	517	516	515
543				518	40
542				519	40
541				520	40
540				521	40
539				522	40
538				523	40
537				524	40
536				525	40
535				526	40
534				527	40
533	532	531	530	529	528

STOOKE STREET

URWIN STREET

ANGLISS STREET

FRANCIS 90°0'

STREET

SEE SHEET 7

SEE SHEET 9

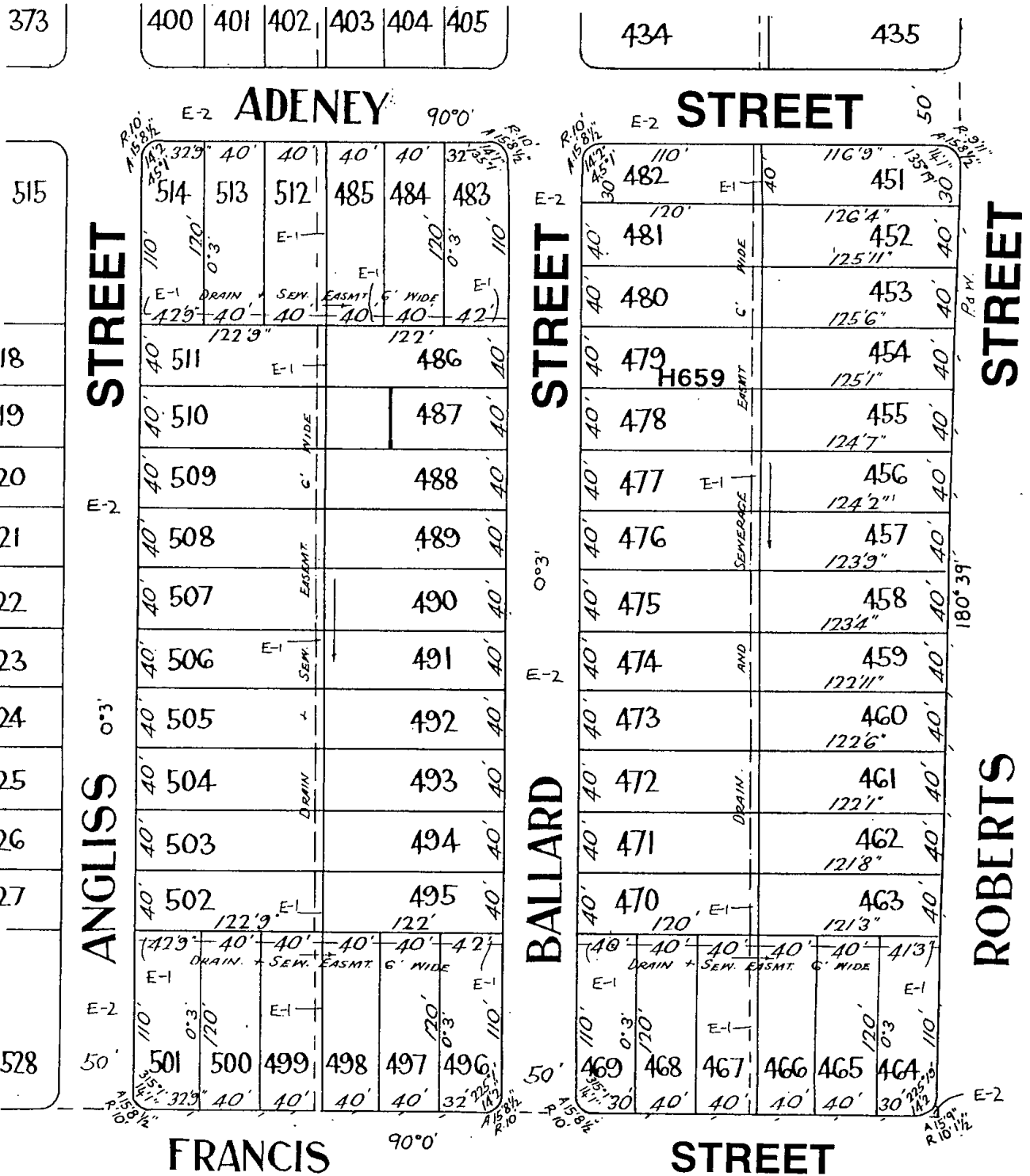
LP 10950

9 SHEETS  
SHEET 9



SEE SHEET 6

SEE SHEET 8



# PLAN OF SUBDIVISION

EDITION 1

PS 915628A

## LOCATION OF LAND

PARISH : Cut- Paw-Paw  
 SECTION : 9  
 CROWN ALLOTMENT : 5 (Part)  
 CROWN PORTION : H  
 TITLE REFERENCE : Vol. 7364 Fol. 744  
 LAST PLAN REFERENCE : LP10950 Lot 243  
 POSTAL ADDRESS : 35 Kildman Street  
 (At time of subdivision) Yarraville. 3013  
 MGA20 CO-ORDINATES E 312080 ZONE:55  
 (of approx centre of land in plan) N 5812720 GDA 20

## PRELIMINARY

This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.

All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

Median: Boundaries marked M

Exterior Face : All other boundaries

## NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY: THIS PLAN IS BASED ON SURVEY.  
 STAGING: THIS IS NOT A STAGED SUBDIVISION.  
 PLANNING PERMIT NO. -

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS IN PROCLAIMED SURVEY AREA NO. -

## LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

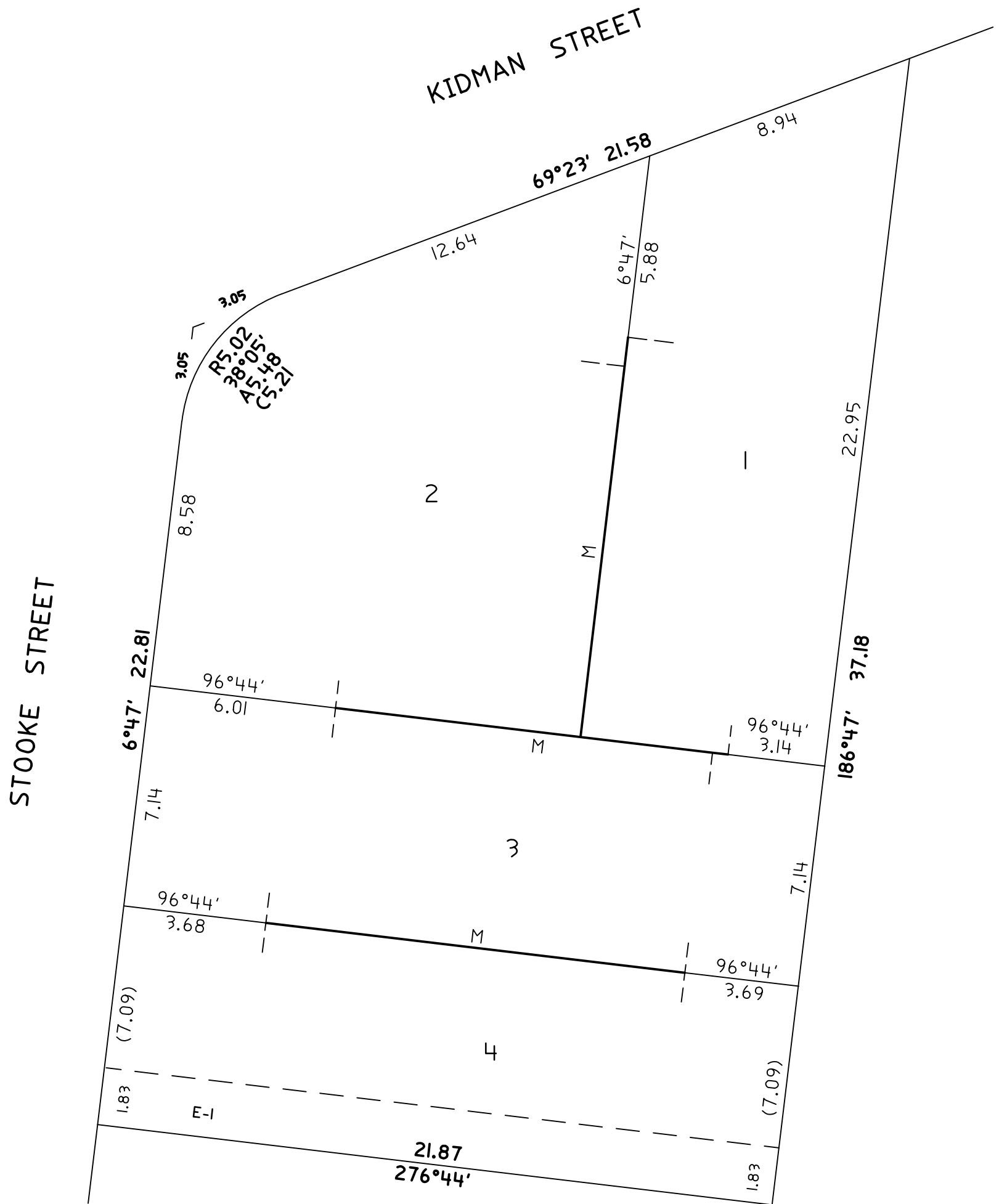
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

## EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage & Sewerage	1.83	LP10950	All lots on LP10950



**PRELIMINARY**

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays.

## PLANNING PERMIT

<b>Permit No.:</b>	<b>TP242/2022(1)</b>
<b>Planning Scheme:</b>	<b>Maribyrnong Planning Scheme</b>
<b>Responsible Authority:</b>	<b>City of Maribyrnong</b>



**Address of the land:** 35 Kidman Street YARRAVILLE

**The permit allows:** Construction of multiple dwellings on a lot and a reduction in the car parking requirement

### The following conditions apply to this permit:

1. Before the development starts, amended plans must be submitted to the satisfaction of 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 provided in a digital format (where possible). The plans must be generally in accordance with the advertised plans but modified to show:
  - a) Accompanying visibility splay notations for dwellings 2-4 notating the following: "All proposed fences, mailbox pillars, landscaping, and structures within visibility splays to be restricted to a maximum height of 0.9m in accordance with Clause 52.06-9 of the Maribyrnong Planning Scheme".
  - b) The following notation: "The new crossover for dwelling 1 to be dowelled into the existing crossover at 33 Kidman Street and the low profile boundary fence retained for pedestrian visibility".
  - c) The double crossover servicing dwellings 2 and 3 reduced to 5.0m in width at the title boundary.
  - d) Deletion of the fence separating the car space and the front private open space of dwelling 2 or fence height notated to be no greater than 0.9m in height.
  - e) Compliance with Standard B20 (North Facing Windows) Standard of Clause 55.04-4 of the Maribyrnong Planning Scheme where enclosing the first floor bathroom and ensuite of Unit 4.
  - f) Internal southern elevation of dwelling 2 and an internal northern elevation of dwelling 3 habitable room windows compliant with Standard B23 (Internal Views) of Clause 55.04-7 of the Maribyrnong Planning Scheme.
  - g) Designated space for waste bins in the garage (must not impede the 3.5m x 6.0m dimension require for garage car parking) or waste bins in the rear/side yard with direct access to the street (through the garage or side access).
  - h) A landscape plan in accordance with Condition 12.
  - i) Any changes required by the Department of Transport in accordance with Condition 20.

## General Conditions

2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority. This does not apply to any exemption specified in Clause 62 of the Maribyrnong Planning Scheme. NOTE: This does not obviate the need for a permit where one is required.
3. Once the development has started, it must be continued and completed to the satisfaction of the Responsible Authority.
4. All visual screening and measures to prevent overlooking to adjoining properties must be erected prior to the occupation of the buildings to the satisfaction of the Responsible Authority. Where obscure glazing is shown to first floor habitable room windows, the part of the window with a sill height at or below 1.7 metres above Finished Floor Level must have obscure glazing at manufacture (i.e. not film) and be either fixed or have restricted awning openings to a maximum of 125 millimetres.
5. Subject to the occupier of the relevant side neighbouring property allowing the necessary access to that property, the external faces of walls on or facing boundaries must be cleaned and finished to an acceptable standard to the satisfaction of the Responsible Authority.
6. All stormwater management treatments identified in the STORM report (Transaction ID 1423376), prepared by emctwo (or as amended), endorsed to form part of this permit must be fully implemented prior to the occupation of the development to the satisfaction of the Responsible Authority.
7. The design of any structure required to accommodate services must be integrated into the development, must be easily accessible to service authorities, and must not be sited in a standalone location or 'stacked' unless with the written consent of the Responsible Authority.
8. All treatment measures identified in the BESS report, project number 7FEB2C45-R2, dated 10 August 2022, endorsed to form part of this permit must be fully implemented prior to the occupation of the development to the satisfaction of the Responsible Authority.

## Street Tree Conditions

9. Before the development starts (including any demolition works), tree protection measures in accordance with AS4970-2009 (Protection of trees on Development Sites) must be erected around the existing street trees on Stooke and Kidman Street) to be retained. Tree protection measures must remain in place until construction is completed.
10. Before the development starts a fee must be paid to the Responsible Authority for the removal of the 2 existing street trees to accommodate the proposed double crossover servicing dwellings 2 and 3 (Stooke Street) and the crossover servicing dwelling 1 (Kidman Street). All works to remove the tree(s) must be undertaken by the Responsible Authority
11. No vehicular or pedestrian access, trenching or soil excavation is to occur within the tree protection zone without the written consent of the Responsible Authority. No storage or dumping of tools, equipment or waste is to occur within the Tree Protection Zone.

## Landscape Conditions

12. Concurrent with the submission of plans of endorsement, a landscape plan must be submitted and be to the satisfaction of the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and provided in digital format (where possible).

The plan must show:

- (a) The location of all existing vegetation to be retained and/or removed;
  - (b) The location of buildings and trees on neighbouring properties within 3 metres of the boundary;
  - (c) Details of surface finishes of pathways and driveways;
  - (d) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
  - (e) A canopy tree in the front and rear yard of each dwelling, and the rear yard of dwelling 4 capable of reaching a mature minimum height of 5.0m.
13. Before the occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
14. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, this includes the replacement of any dead, diseased or damaged plants. Lawn must be laid as either instant lawn (i.e. rolled turf) or seed. Artificial lawn/turf is not permitted.

## Engineering Conditions

15. Vehicular crossing(s) must be constructed and/or modified to the road to suit the proposed driveway(s) to the satisfaction of the Responsible Authority.
16. All disused or redundant vehicle crossings must be removed and the area reinstated with either/or footpath, naturestrip, kerb and channel to the satisfaction of the Responsible Authority.
17. The site must be drained to the satisfaction of the Responsible Authority. Storm water run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset. Stormwater from all paved area has to be drained to underground storm water system. Any cut, fill or structure must not adversely affect the natural storm water runoff from and to adjoining properties.
18. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during and after development.
19. Prior to the commencement of any works on the site and/or subdivision of the land, the owner must submit for approval to the Responsible Authority drainage plans to the requirements outlined in the Stormwater Discharge Permit.

## Department of Transport Conditions

20. Before the development starts, or such other time agreed to in writing by the Head, Transport for Victoria amended plans to the satisfaction of the Head, Transport for Victoria 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 digital copies must be provided. The plans must be generally in accordance with the plans submitted with the application

(Ground Floor Plan. TP 4.0, dated 27/05/2022 prepared by e+mc2) but modified to show:

- a) The existing bus stop on Kidman Street relocated west just east of the existing stormwater drain, and include:
  - i) Concrete bus stop hard stand including post, flag and tactile ground surface indicators (cut into the ground and based upon standard drawings STD\_0062, STD\_S0063 and STD\_0064)
  - b) All buildings and works in compliance with the requirements in the Disability Discrimination Act 1992;
21. Before the commencement of the access works on Kidman Street, the bus stop and any associated infrastructure must be relocated at no cost to and to the satisfaction of the Head, Transport for Victoria and compliant with the Disability Discrimination Act 1992 (Cth) and the Disability Standards for Accessible Public Transport 2002.
22. Prior to the occupation of the development, the Head, Transport for Victoria must be provided with GPS co-ordinates of the bus stop(s) and high-resolution photos (300dpi) of the bus stop (streetscape perspective including the entire stop) to the satisfaction of the Head, Transport for Victoria.
23. The permit holder must take all reasonable steps to ensure that disruption to bus operation along Kidman Street is kept to a minimum during the construction of the development and relocation of the bus stop. Foreseen disruptions to bus operations and mitigation measures must be communicated to Public Transport Victoria eight (8) weeks prior by telephoning 1800 800 007 or emailing customerservice@transport.vic.gov.au.

#### **Development Contributions Condition**

24. A Community Infrastructure Levy must be paid to the Collecting Agency in accordance with any approved Development Contribution Plan(s) which applies to the land prior to the issue of a building permit under the Building Act 1993 unless the Collecting Agency agrees to a different time for payment.
25. A Development Infrastructure Levy(s) in accordance with any approved Development Contributions Plan(s) which applies to the Land must be paid to the Collecting Agency prior to the grant of a building approval or the development of any buildings and works associated with the permitted development, whichever occurs first, unless the Collecting Agency agrees to a different time for payment.

#### **Permit Expiry**

26. This permit will expire if one of the following circumstances applies:
  - a) The development is 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.

The Responsible Authority may extend the periods referred to if a request is made in writing before or within 6 months after the permit expiry date, where development allowed by the permit has not yet started; and within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.



## Notes

- **Building Permit** - This is not a Building permit. A building permit may also be required. Please contact your building surveyor.
- **Boundary Fences** – This permit (unless otherwise stated) does not give approval for the removal or replacement of any boundary fencing. Under the Fences Act 1968 the property owner and the neighbour are equally responsible for any dividing fence. More information on boundary fencing can be obtained at <http://disputes.vic.gov.au/fences>
- This application has been assessed under Clause 55 (ResCode provisions) of the Maribyrnong Planning Scheme.
- A **Stormwater Discharge Permit** is required from MCC Operations and Maintenance.
- The owner shall be responsible for the loss of value or damage to Council's assets as a result of the development. Reinstatement or modification of the asset to Applicant.
- A Council officer will contact the owner/builder to arrange a **Street Asset Protection Permit**, and advise of the associated Bond required to be lodged prior to commencement of work.

Note: If using a private building surveyor, a **Section 80 Form** must be supplied to Council's Building Surveyor to initiate the above process.

- **Works Within Road Reserves (WRR)** consent from the Responsible Authority is required for any work or excavation within the road reserve.
- Any work within the road reservation must be carried out to the satisfaction of the Responsible Authority.
- Materials are not to be stored on the road reserve without Responsible Authority approval.
- Protection of Council's street trees shall be in accordance with Council's Street Tree Policy and Protocol.
- A **Vehicle Crossing Permit** is required from the Responsible Authority for any new crossing prior to the commencement of works. Vehicle crossing(s) shall be constructed in accordance with the Responsible Authority's Standard Drawings, Specification and Vehicle Crossing Policy.
- **Public Open Space Contribution** - If/when an application for subdivision is lodged following the approval/construction of this development, a Public Open Space contribution will be required in accordance with Clause 52.01 of the Maribyrnong Planning Scheme and the *Subdivision Act 1988*.
- Development Contribution Plan Levy - Planning Scheme Amendment C164 introduced a municipal wide development contributions plan (DCP) into the Maribyrnong Planning Scheme. The DCP provides for imposition of infrastructure contributions to fund local infrastructure.
- For the purposes of the Development Contributions Plan Overlay Schedule 2 this property is located in the **5D** charge area and this permit results three net new dwelling(s). The levy applicable for the 2022/23 financial year is: \$4848

For more information please consult Council's website (search DCP) or call 9688 0200.

**Date Issued**

17 March 2023

**Signature for the Responsible Authority**

A handwritten signature in blue ink, appearing to be 'A. King', written over a faint horizontal line.

Date of expiry: 17 March 2023  
(if development has not commenced)

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or

- if no date is specified, from:

- (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
- (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development required the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if;
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if;
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A (2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision;
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case, no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about application for review and the fees payable can be obtained from Victorian Civil and Administrative Tribunal.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

947367

## APPLICANT'S NAME & ADDRESS

NEW DOOR CONVEYANCING C/- TRICONVEY2 (RESELLER)  
C/- LANDATA  
DOCKLANDS

## VENDOR

CINI DEVELOPMENTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

432517

This certificate is issued for:

LOT 243 PLAN LP10950 ALSO KNOWN AS 35 KIDMAN STREET YARRAVILLE  
MARIBYRNONG CITY

The land is covered by the:

MARIBYRNONG PLANNING SCHEME

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

The land:

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

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

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

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

21 July 2023

**Sonya Kilkenny**  
Minister for Planning

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

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

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

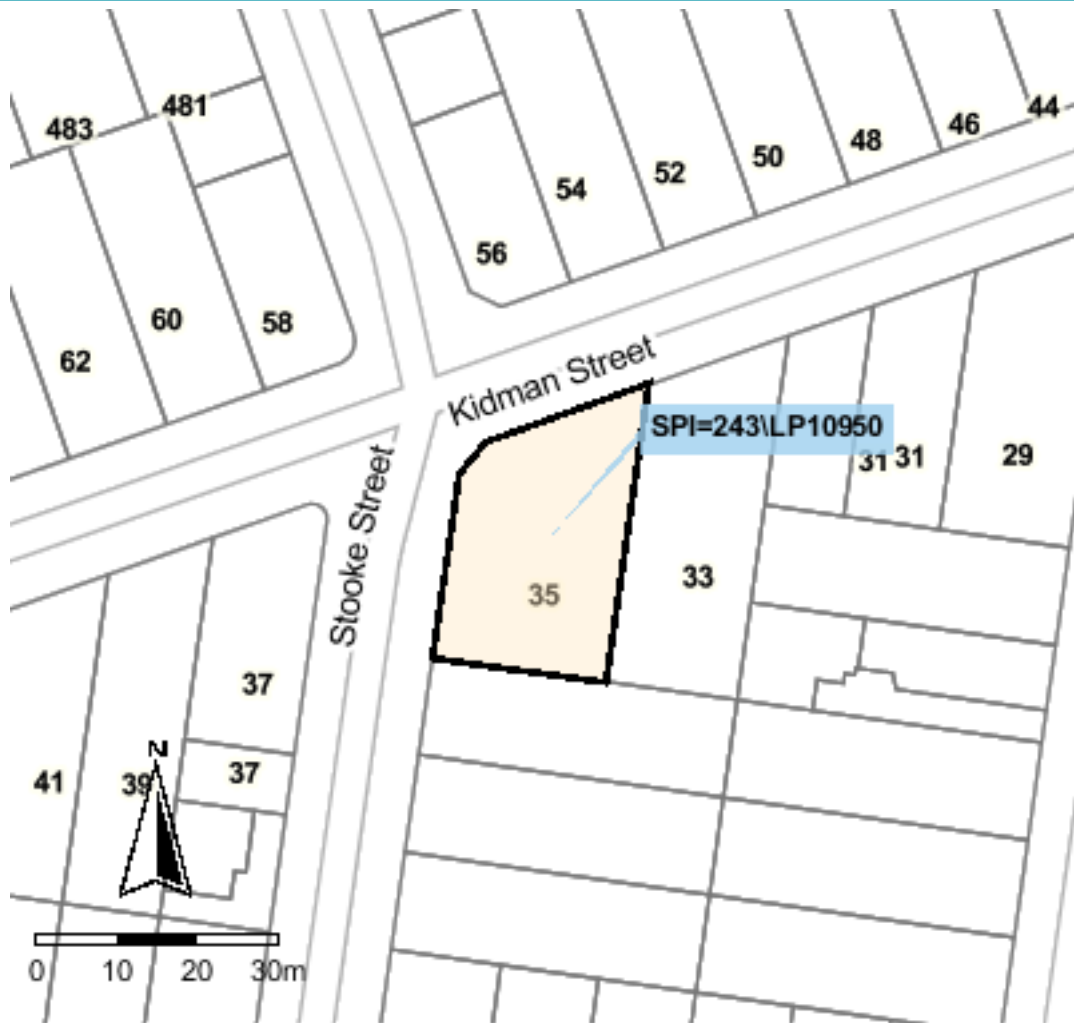
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.a](http://maps.land.vic.gov.a)

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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

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

### Privacy Statement

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

## **LAND INFORMATION CERTIFICATE**

(Section 229 Local Government Act, 1989)

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

**Assessment Number:** 127024  
**Certificate Issue Date:** 24/07/2023  
**Certificate No:** 34998  
**Your Reference:** 69643169


**Applicant:**

Landata  
GPO Box 527  
MELBOURNE VIC 3001

**Property Description:** 35 Kidman Street YARRAVILLE  
**Property Title:** LOT: 243 LP: 10950 -: V:7364/F:744

**Capital Improved Value:** \$1,320,000  
**Site Value:** \$1,320,000  
**Net Annual Value:** \$66,000  
**Valuation Date:** 01/01/2023

**1. RATES, CHARGES AND OTHER MONIES OWING:**

Arrears of Rates & Charges as at 30/06/2023	\$0.00
Current Levies	
General Rate Residential levied	\$3,322.88
Municipal Charge levied	\$20.00
Waste Charge - 3 Services levied	\$352.30
Fire Fixed Residential levied	\$125.00
Fire CIV Residential levied	\$60.72
Current Interest Charges as at 30/06/2023 calculated monthly @ 10% pa	\$0.00
Adjustments	\$0.00
Less Pensioner Rebates (see below)	\$0.00
Less Payments	\$0.00
<b>Rates &amp; Charges Due</b>	<b>\$3,880.90</b>
Additional Monies Owed	
<b>Total Due</b>	<b>\$3,880.90</b>
 <b>Billers Code: 626275 Reference No: 1270248</b>	

**1. OTHER INFORMATION:**



**Maribyrnong City Council**

Postal Address:  
PO Box 58, West Footscray 3012  
P: (03) 9688 0200  
F: (03) 9687 7793

[email@maribyrnong.vic.gov.au](mailto:email@maribyrnong.vic.gov.au)  
[www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au)



NRS: 133 677 or 1300 555 727  
[www.relayservice.com.au](http://www.relayservice.com.au)



TIS: 131 450



Page 2 of 4  
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# MARIBYRNONG CITY COUNCIL

MUNICIPAL OFFICES. NAPIER STREET, FOOTSCRAY  
TELEPHONE 03 9688 0200

## LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

**This Certificate provides information regarding valuation, rate charges, other monies owing and any orders and notices made pursuant to the Local Government Act 1989 or under a Local Law of the Council.**

This Certificate is not required to include information regarding planning, Building, Health, Land fill, Land slip, other flooding information or service easement. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

### SPECIAL NOTE

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information

Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a fresh certificate must be applied for.

NOTE: IN ACCORDANCE WITH SECTIONS 175(1)&(2), LOCAL GOVERNMENT ACT 1989 THE PURCHASER MUST PAY ALL RATES AND CHARGES OUTSTANDING AT THE TIME THAT PERSON BECOMES THE OWNER OF THE LAND. ANY ARREARS OF RATES OR CHARGES (INCLUDING ANY INTEREST ON THOSE RATES AND CHARGES) ON THE LAND WHICH ARE DUE AND PAYABLE. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10% P.A

### OUTSTANDING ORDERS

There may be Health or Building Orders issued under the Local Government Act 1989. Please refer to the relevant Departments for Orders issued under the Health and Building Acts.

## ENVIRONMENT PROTECTION AUTHORITY NOTICE

Please be advised that if Council records indicate that this property is contaminated it will be noted in the Grey Area below.

Should the grey area above be blank, Council will have no record and may not be aware of contamination on this site. Further clarification should be made with the EPA.

Any enquiries on reports and /or soil tests regarding contamination should be directed to the Environment Protection Authority (EPA) or the Department of Families Fairness & Housing.

Council accepts no responsibility for any error or misrepresentation of details relating to contamination etc., for this site or any other site within this municipality.



## IMPORTANT NOTICE REGARDING RESIDENT PARKING PERMITS

This notice applies to any new dwelling that is part of a new multi dwelling development of 2 or more dwellings and must be included in any Section 32 statement.

In circumstances where a dwelling within a new multi dwelling development is to be rented out; this notice should be attached to any tenancy agreement.

Council has areas that are experiencing significant problems with car parking and this has resulted in the implementation of parking permit schemes.

Any new resident of any new multi dwelling development will not be entitled to a resident parking permit. New multi dwelling developments have the required number of car parking spaces on site or because of the proximity to public transport, Council accepted a justification to reduce or waive the normal parking requirements.

In addition to areas that are currently subject to a resident parking permit scheme, this may also apply to other areas in the future

Prospective residents within new multi dwelling developments are advised to carefully consider this situation if they have more than one vehicle or if they are purchasing a dwelling without a car space.

Information about the current situation with resident parking schemes can be obtained by telephoning Parking and Local Laws on 03 9688 0384.

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I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Maribyrnong City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$28.90 being the fee for this certificate.

For further information contact Council at: email@maribyrnong.vic.gov.au

Susan Ciantar  
ACTING REVENUE SERVICES COORDINATOR



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1212 6059 7117

DATE OF ISSUE - 26/07/2023

APPLICATION NO.

1138486

LANDATA COUNTER SERVICES

YOUR REF.  
69643169-025-7

SOURCE NO. 99904685210

**PROPERTY:** 35 KIDMAN STREET YARRAVILLE VIC 3013

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

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

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	30/06/2023	0.00	0.00
PARKS SERVICE CHARGES	84.86	Annually	30/06/2023	0.00	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	30/06/2023	0.00	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	30/06/2023	0.00	0.00
<b>TOTAL</b>	<b>678.98</b>			<b>0.00</b>	<b>0.00</b>

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>0.00</b>
Plus remainder service charges to be billed	678.98
<b>BALANCE including unbilled service charges</b>	<b>678.98</b>

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

Biller Code:	8789
Reference:	1212 6059 7117



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1212 6059 7117

DATE OF ISSUE - 26/07/2023

APPLICATION NO.

1138486

This statement does not include any volumetric charges from 12/08/2022. This property was recorded as having been occupied by a tenant from this date.

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

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

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



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1212 6059 7117

DATE OF ISSUE - 26/07/2023

APPLICATION NO.

1138486

## Information given pursuant to section 158 of the Water Act 1989

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

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

AUTHORISED OFFICER:

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

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

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

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

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



# Property Clearance Certificate

## Land Tax



INFOTRACK / NEW DOOR CONVEYANCING

**Your Reference:** 23/0666  
**Certificate No:** 66276904  
**Issue Date:** 21 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** 35 KIDMAN STREET YARRAVILLE VIC 3013

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10361353	243	10950	7364	744	\$20,983.39

**Vendor:** CINI DEVELOPMENTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CINI DEVELOPMENTS PTY LTD	2023	\$1,410,000	\$20,983.39	\$0.00	\$20,983.39

**Comments:**

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,410,000

SITE VALUE: \$1,410,000

**CURRENT LAND TAX CHARGE: \$20,983.39**

# Notes to Certificate - Land Tax

Certificate No: 66276904

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$6,255.00

Taxable Value = \$1,410,000

Calculated as \$2,975 plus ( \$1,410,000 - \$1,000,000) multiplied by 0.800 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66276904

**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](http://www.bpay.com.au)

**CARD**



Ref: 66276904

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / NEW DOOR CONVEYANCING

Your Reference: 23/0666

Certificate No: 66276904

Issue Date: 21 JUL 2023

Land Address: 35 KIDMAN STREET YARRAVILLE VICTORIA 3013

Lot	Plan	Volume	Folio
243	10950	7364	744

Vendor: CINI DEVELOPMENTS PTY LTD

Purchaser:

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**

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

**Paul Broderick**  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 66276904

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

---

## Windfall Gains Tax - Payment Options

**BPAY**



Biller Code: 416073  
Ref: 66276908

**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](http://www.bpay.com.au)

**CARD**



Ref: 66276908

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://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.

**FORM 2**  
Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018**Building Permit Number: 4506643055242****Issued to**

Agent of Owner: **Pembrook Homes Pty Ltd**  
Postal Address: **6 Cain Avenue KEILOR EAST VIC** Postcode: **3033**  
Email: **admin@pembrookhomes.com.au**  
Address for serving or giving of documents: **6 Cain Avenue KEILOR EAST** Postcode: **3033**  
Contact Person: **Shantell Nguyen** Telephone: **0414 848 466**

**Ownership Details**

Owner: **CINI DEVELOPMENTS PTY LTD**  
**ABN: 251 380 405 393**  
Postal Address: **61 Saltley Street SOUTH KINGSVILLE VIC** Postcode: **3015**  
Email: **aaroncini@live.com.au**  
Contact Person: **Aaron Cini** Telephone: **0401 724 013**

**Property Details**

Number: **35** Street/Road: **Kidman Street** Suburb: **YARRAVILLE** Postcode: **3013**  
Lot/s: **243** LP/PS: **243\LP10950** Volume: **07364** Folio: **744**  
Crown Allotment: Section No: Parish: County:  
Municipal District: **Maribyrnong City Council**

**Builder**

Name: **Supreme Demolition Pty Ltd** Contact Person: **Merry-Wayan El Houli**  
**CBD-L 56924** Telephone: **0425 777 043**  
Address: **12 Bouchier Street GLENROY VIC** Postcode: **3046**  
This builder is specified under section 24B 24B(2)(a) of the **Building Act 1993** for the building work to be carried out under this permit.

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/Class	Registration Number
Supreme Demolition Pty Ltd	Demolisher	CBD-L 56924

**Details of Domestic Building Work Insurance<sup>5</sup>**

The issuer or provider of the required insurance policy is:  
Insurance Policy No.:  
Insurance Policy Date:

**Details of Relevant Planning Permit**

Planning Permit No: Date of grant of Planning Permit:

**Nature of Building Work**

Description: **Demolition of Dwelling and Garage**

Storeys Contains: **1**

Rise in Storeys:

Effective Height:

Type of Construction:

Version of BCA Applicable to Building Permit: **BCA 2019 Volume 2 Amendment 1**

Stage of Building Work Permitted:

Cost of Building Work: **\$10,000.00**

Total floor area of new building work in m<sup>2</sup>: **0**

### Building Classification

Part of Building	BCA Classification
Dwelling	1a(a)
Garage	10a

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On or Consented To	Regulation
Maribyrnong City Council	Demolition report and consent	Section 29A

### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

1. At completion of any precautions required
2. Final, on the completion of all demolition or removal work

### Occupation or User of Building

A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by **11/04/2024**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **11/04/2025**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### Documents Supporting Application

- Application Form & Appointment of RBS
- Certificate of Title
- Demolition Procedures
- Demolition Site Plan
- Public Liability Insurance
- Report & Consent - Demolition (S29A)
- Work Method Statement/Procedures

**Relevant Building Surveyor**Company Name: **MKT & Associates Pty Ltd**ABN: **12 648 790 498**Address: **179 Peel Street, North Melbourne VIC 3051**Email: **office@mktconsultants.com.au**Building practitioner registration no.: **CBS-U 74136**

Designated building surveyor:

Name: **Minh Tran**Permit no.: **4506643055242**Building practitioner registration no.: **BS-U 27714**Date of issue of permit: **11/04/2023****CONDITIONS OF APPROVAL**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All demolition work and procedures are to be undertaken in accordance with AS2601.
2. Demolition work must not be commenced until the precautionary measures have been in placed.

**NOTES**

- Note 1 - Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 - Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 - Include building practitioners with continuing involvement in the building work.
- Note 4 - Include building practitioners with no further involvement in the building work.
- Note 5 - Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.