

Shirley May Partington

Vendor

24 Nepean Street WATSONIA VIC 3087

Property

Contract of Sale of Real Estate



Nicholas O'Donohue and Co.
Where Law Works

Contract of Sale of Real Estate

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale;
- Special conditions, if any;
- General conditions; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

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

Signing of this Contract

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate, Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate, General Conditions); and
- Vendor's Statement.

Signed by the Purchaser on...../...../2020.

Print name of person signing.....

State nature of authority if applicable (eg. "director", "attorney under power of attorney")

Signed by the Vendor..... on...../...../2020.

Steven Partington

State nature of authority: **Attorney under Power of Attorney dated 26 August 2002**

The **Day of Sale** is the date by which both parties have signed this contract.

Important notice to Purchasers

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*

Particulars of Sale

Vendor's Estate Agent**McGrath**

Telephone 03 9432 6889

Ref

Vendor**Shirley May Partington****Vendor's Legal Practitioner****Nicholas O'Donohue & Co.**

Level 29, 140 William Street, Melbourne 3000

Email lfees@nodco.com.au

Telephone (03) 9607 8100

Ref 20200007

Purchaser

Name:

Address:

Purchaser's Legal Practitioner or Conveyancer

Name:

Address:

Land

(general condition 3 & 9)

The land is described in the attached copy title and plan. It is **Lot 169 on Plan of Subdivision 051857** being in the land more particularly described as **Certificate of Title Volume 8320 Folio 017****The land** includes all improvements and fixtures.**Property Address:**

24 Nepean Street WATSONIA VIC 3087

Goods sold with Land(general condition 2.3(f))
(list or attach schedule)**Payment**

Price	\$	
Deposit	\$	On the signing hereof
Balance	\$	Payable at settlement

GST (general condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this 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 or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

SETTLEMENT (general condition 10)

Is due ____/____/____.

At settlement the Purchaser is entitled to the receipt of rents and profits.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1

If "**subject to lease**" then particulars of the lease are:

N/A

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender: _____

Loan amount: _____

Approval Date: ____/____/2020

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Building Report

☐

General condition 20 applies if the box is checked

Pest Report

☐

General condition 21 applies if the box is checked

Special Conditions

1. INTERPRETATION

The following words have these meanings in this Contract unless the contrary intention appears:

"Authority" means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

"Deposit" means sum of the deposit specified in the Particulars of Sale;

"Goods" means the Goods specified in the Particulars of Sale (if any) (but which, for the avoidance of doubt, do not include the Tenant's Goods if the property is leased);

"GST" has the meaning given to it in the GST Act.

"GST Act" means a New Tax System (Goods and Services Tax) Act 1999 (Cth)

"Land" means the land described in the Particulars of Sale;

"Price" means the price specified in the Particulars of Sale;

"Property" means the Land and any improvements constructed thereon and the Goods;

"Purchaser" means the person so described in the particulars of sale or elsewhere in this Contract and includes the personal representatives, successors and permitted assigns of the Purchaser;

"Settlement Date" means the settlement date specified in the Particulars of Sale;

"Vendor" means the person so described in the particulars of sale or elsewhere in this Contract and includes the personal representatives, successors and permitted assigns of the Vendor; and

"Vendor's Statement" means the statement given by the Vendor under section 32 of the Sale of Land Act 1962, a copy of which is annexed to this Contract.

1.1. Reading down

A provision of this Contract which is void, unenforceable or illegal must be read down to the extent required to give this Contract legal effect.

1.2. Waiver

A right of a party under this Contract may only be waived in writing by that party.

1.3. No merger

The provisions of this Contract capable of having effect after the Settlement Date do not merge on the transfer of the Land and continue to have full effect.

1.4. Inconsistency

If there is any inconsistency between a special condition and a general condition, the special condition prevails.

2. DEPOSIT

This Special Condition applies in addition to the provisions contained in General Conditions 11.1 and 11.2.

- 2.1 Subject to special condition 2.4, the Deposit payable is to be released immediately to the Vendor and shall be paid to the Vendor's legal practitioner or Agent to be held by them as stakeholder until the Vendor becomes entitled to payment of the Deposit pursuant to Section 27 of the Sale of Land Act 1962.
- 2.2 Subject to Section 9AA of the Sale of Land Act 1962 any interest earned on the Deposit shall be paid to the Vendor (or if the Contract is not completed) to the party entitled to the Deposit pursuant to this Contract in the circumstances and as reasonably determined by the Vendor.
- 2.3 Failure to pay the Deposit in full and on time in accordance with the terms of this Contract and the Particulars of Sale (and time is of the essence) shall constitute a default under this Contract entitling the Vendor subject to the law to exercise its rights including the issue of a default notice under General Condition 27.
- 2.4 The deposit must immediately be released to the Vendor upon the Vendor providing to the Purchaser a section 27 Statement which satisfies section 27 of the Sale of Land Act 1962.

3. RESTRICTIONS

- 3.1 In addition to General Condition 1.1, the Property is sold subject to the easements (if any) the restrictive covenants (if any) and the Restrictions (if any), affecting the Property, irrespective of whether registered or unregistered and disclosed or undisclosed.
- 3.2 The Purchaser further buys the Property subject to any restrictions imposed by the relevant Planning Scheme and any other Town Planning Acts or Scheme and any restriction on the use of the Land. The Purchaser hereby accepts the property with any and all present or future planning, environmental or building controls, restrictions, permits or approvals and does so in its current condition and furthermore accepts any defects or non-compliance with any such controls, restrictions, permits or approvals and shall not make any claim, requisition or take any action against the Vendor in relation to any breach, contravention or noncompliance with such controls, restrictions, permits or approvals.
- 3.3 The Purchaser shall assume liability for compliance with any notices or orders relating to the Property (other than those referring to the apportionable outgoings) which are made or issued on or after the Date of Sale sold and the Purchaser shall assume liability arising therefrom and indemnify the Vendor against such liability, provided however that the Purchaser is not required to comply with, or assume liability for compliance with any notices or orders unless the Vendor has promptly provided the notice or order to the Purchaser.

This Special Condition shall not merge upon settlement and shall enure for the benefit of the Vendor.
- 3.4 The Purchaser hereby acknowledges and agrees that the decision to Purchase the property was made after full investigations of the property were made solely by the Purchaser. The Vendor does not warrant or represent that the Property may be used or developed in any way or for any purpose.

4. ACKNOWLEDGEMENTS

- 4.1 The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf (selling agents and legal representation) made any representation or warranty with the intention or knowledge that it would be relied upon and that no such information representation or warranty of the Vendor, its agents or its Solicitors has in fact been relied upon by the Purchaser prior to the execution of this Contract has been or will be relied upon and that any prior agreement (either oral or in writing) is hereby rescinded and that this Contract is the sole and full repository of the agreement between the Vendor and the Purchaser.
- 4.2 The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given by the Vendor a Statement in

writing pursuant to Section 32(2) of the *Sale of Land Act 1962* (as amended) executed by the Vendor, and a copy of this Contract.

- 4.3 The Purchaser warrants that unless this Contract states otherwise, it has not been induced to enter into this Contract by any express or implied statement, warranty or representation:
- 4.3.1 whether oral, written or otherwise; or
 - 4.3.2 made by or on behalf of the Vendor in respect of the Property or anything relating to, or which could have an effect on, the Property including but not limited to:
 - 4.3.2.1 the fitness or suitability of the Property for any purpose;
 - 4.3.2.2 any financial return or income derived or to be derived from the Property;
 - 4.3.2.3 any budget or feasibility relating to the Property;
 - 4.3.2.4 the state of repair of the Property; and
 - 4.3.2.5 the existence of any rights, powers, limitations, duties or obligations of any person.
- 4.4 The Purchaser acknowledges that:
- 4.4.1 it has inspected the Property and is relying entirely on its own enquiries in entering this Contract;
 - 4.4.2 it accepts the Property and Goods and inclusions in its present state and condition and subject to any latent or patent defect, infestations and dilapidation;
 - 4.4.3 it agrees that the Property is sold and it takes title thereto subject to all existing water, sewerage, drainage, gas and electricity, telephone or other installations, services and utilities (if any) on, at or securing the Property;
 - 4.4.4 it accepts any non-compliance of any improvements or any alterations or additions thereto with the provisions of the Local Government Act 1989 (Vic), the Building Act 1993 (Vic) or any other Act relating to such improvements or to any regulations made under such Acts or with the requirements of the relevant Responsible Authorities; or
 - 4.4.5 it accepts any failure to remove any chattels or any items of any nature whatsoever from the property.
- 4.5 The Purchaser cannot rescind or terminate or delay Settlement because of any matter referred to in this Special Condition 4.
- 4.7 The Purchaser is recommended to seek its own legal advice before entering into this Contract of Sale.

5. GUARANTEE

Further to General Condition 20, If the Purchaser is or includes a corporation, other than a corporation listed on the Australian Stock Exchange, the Purchaser covenants and warrants with and to the Vendor that:

- 5.1 The Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;
- 5.2 The consent or licence of any person or body is not required prior to the Purchaser entering into this Contract;
- 5.3 The Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking.
- 5.4 The Purchaser must deliver at the time of signing this contract to the Vendor an enforceable Deed of Guarantee and Indemnity in the form provided in this Contract, of the observance

and performance by the Purchaser of its obligations under this Contract duly executed by each and every officeholder of the Purchaser. The Deed must include the names and address of all officeholders and appropriate execution clauses for each Guarantor.

6. DEFAULT

If the Purchaser makes a default under this Contract, regardless of whether the Vendor serves on the Purchaser a default notice pursuant to General Condition 27, the Purchaser:

- 6.1 must remedy the relevant breach and must pay to the Vendor an amount equal to all interest, costs, liability, loss or damage suffered, paid or incurred by the Vendor as a result of the breach (together "Loss");
- 6.2 shall pay all of the Vendor's legal costs on an indemnity basis of and incidental to such default and any default notice and the Purchaser shall be deemed not to have remedied this default until such costs have been paid. Any unpaid legal fees shall be paid by the Purchaser at settlement; and
- 6.3 is responsible for and indemnifies the Vendor against the Loss.

7. NOMINATION

- 7.1 To validly nominate a substitute or additional Purchaser under General Condition 18, the Purchaser must give to the Vendor's Lawyer not less than 14 days before the Settlement Date:
 - 7.1.1 a Nomination Notice, in duplicate, both copies duly signed by the Purchaser and the nominee;
 - 7.1.2 a Guarantee in accordance with Special Condition 7 (if applicable); and
 - 7.1.3 a cheque for \$330 (inclusive of GST) in favour of the Vendor's Lawyer in respect of the Vendor's legal fees relating to the nomination, payable by the nominee pursuant to the Nomination Notice.
- 7.2 The original Purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office (and provide copies of all relevant documents to the Vendor) and shall hold the Vendor harmless and indemnified at all times against loss or damage of every description suffered by the Vendor or Vendor's solicitors arising out of failure to make such disclosure.
- 7.3 All acts or omissions of the Vendor and the original Purchaser continue to bind the Vendor and the nominee respectively and any deposit money paid by the original Purchaser must be treated by the Vendor as deposit money paid by the nominee.

8. GENERAL

- 10.1 All payments due to the Vendor under this Contract must be made no later than 4.00 pm on the due date. The Vendor may treat any payment received after 4.00 pm as having being received on the next business day in Melbourne.
- 10.2 This Contract shall be governed by the laws of the State of Victoria.
- 10.3 The terms of this Contract will not merge at settlement and shall enure for the benefit of the Vendor and continue to have full force and effect.
- 10.4 No waiver or indulgence in time on behalf of the Vendor to the Purchaser shall in any way affect the Purchaser's obligations and time shall remain of the essence.
- 10.5 Any clause or part of a clause held to be invalid or illegal or unenforceable shall be severed, and the remaining conditions shall apply (in full or part as the case may be).

- 10.6 If there shall be more than one Purchaser, the agreements and obligations of the Purchaser under this Contract and the conditions thereof shall bind them any two or more of them jointly and severally.

9. FOREIGN INVESTMENT REVIEW BOARD

- 9.1 If the Purchaser is a foreign resident or non-resident of Australia, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a Statement of Non-Objection. The Purchaser is required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeover Act 1975 (Commonwealth)* or any real estate policy guidelines of the Commonwealth Government and/or the approval or Certificate of the Treasurer under the Foreign Acquisitions and Takeover Regulations to enter into this Contract.
- 9.2 The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage (including but not limited to consequential loss or damage) which the Vendor may suffer as a result of any failure by the Purchaser to disclose that it is a Foreign Interest and failure to obtain any individual approvals (if necessary) which the Purchaser may require Pursuant to Special Condition 9.

10. TENANTS IN COMMON

- 10.1 The vendor does not make any warranty as to the amount of duty payable on the Transfer to the purchaser and the purchaser acknowledges that it is liable for all duty payable on the Transfer.
- 10.2 The purchaser is not entitled to make any requisition, objection or claim in respect of or in any way connected with the duty payable on the Transfer and must not delay or postpone the settlement or retain any part of the balance of the price as a result of any legislative amendment or any ruling or determination made by the State Revenue Office after the day of sale affecting the duty payable on the Transfer.
- 10.3 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are buying the Property ("the proportions").
- 10.4 If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.5 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 10.6 This Special Condition will not merge on completion and settlement.

11. LAND AND GOODS

- 11.1 Title to the Land and the Goods shall not pass to the Purchaser until payment in full of the price is made by the Purchaser to the Vendor.
- 11.2 The Goods are sold without any warranties.

12. IDENTITY

- 12.1 In addition to General Condition 3, the Purchaser admits the identity of the Land sold and encumbrances with that described and shall not make any requisition nor claim any

compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may at any time be disclosed by survey or otherwise nor shall the Purchaser be entitled to call on the Vendor to amend title or to bear or contribute to the expense of any amendment of title.

- 12.2 The Purchaser acknowledges having inspected the Property and Goods prior to the Day of Sale and agrees that, as a result of the Purchaser's own inspection and enquiries:
- 12.2.1 the Purchaser is purchasing and will accept delivery of the Property and Goods in their present condition and the state of repair with any defects existing as at the Day of Sale (fair wear and tear excepted) and that the Purchaser is satisfied as to the nature, quality, condition and state of repair of the Property and the Goods.
 - 12.2.2 the Purchaser acknowledges, agrees and accepts that all structures and improvements on the Land are contained wholly within the title boundaries of the Property and is satisfied that there are no improvements or structures on any Land adjoining the Property which encroaches onto the title boundaries of the Property.
- 12.3 The Purchaser acknowledges and agrees that the Vendor gives and has given no warranty, representation or promise:
- 12.3.1 that any structures or improvements constructed on the Land or any alterations or additions comply with any building or planning requirements, legislation or regulations;
 - 12.3.2 that the use to which the Vendor has previously put the Property is permissible; and
 - 12.3.3 that the Property may be used or developed in any way or for any purpose.
- 12.4 The Vendor shall be under no obligation or liability whatsoever to carry out any repairs, renovations, alterations or improvements on the Property or to comply with any building or planning requirements, legislation or regulations and that the same shall be the responsibility and liability of the Purchaser who shall indemnify the Vendor in respect thereof as from the Day of Sale.

13. ELECTRONIC CONVEYANCING

- (a) Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This special condition 13 has priority over any other provision to the extent of any inconsistency.
- (b) A party will give written notice immediately upon that party believing that settlement and lodgement can no longer be conducted electronically. Special condition 13 ceases to apply from when such a notice is given.
- (c) If applicable, each party will engage a representative who is or will also use and engage an associate or agent being a subscriber for the purposes of the *Electronic Conveyancing National Law*.
- (d) The vendor will open the Electronic Workspace being an electronic address for the service of notices and for written communications for electronic transactions legislation ("workspace") as soon as reasonably practicable.
- (e) The vendor will nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
 - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- (g) The parties must do everything reasonably necessary to effect settlement electronically on the next business day.
- (h) Each party will do everything as a priority and as reasonable to immediately assist the other party to trace and identify the recipient of any missing or mistaken payment should that occur and to recover the missing or mistaken payments.
- (i) The vendor must before settlement:
 - (i) deliver all keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (ii) 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,
 - (iii) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator, and
 - (iv) direct the vendor's subscriber to give (or, if there is no vendor subscriber, give) all those documents and items, and any keys to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- (j) Not less than 7 days before the due date for settlement the vendor will provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

14. GOODS AND SERVICES TAX

- 14.1 Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999* ('GST Act') have the same meaning as given to them in that Act.
- 14.2 As at the Day of Sale, the Vendor warrants that is registered for GST.
- 14.3 If at any time prior to settlement the Vendor is not required to be registered for GST, the Vendor must:
 - 14.3.1 notify the Purchaser in writing; and
 - 14.3.2 unless the Purchaser notifies the Vendor otherwise within 14 days after receiving the notice referred to in special condition 14, deregister for GST.
- 14.4 Within 30 days after the day of sale, the Vendor must notify the Purchaser the margin (as defined in the GST Act) for the purposes of calculating GST applying the margin scheme. For the avoidance of doubt, information is to be provided pursuant to this special condition for the purpose of allowing the Purchaser to consider whether to elect to use the margin scheme.
- 14.5 If the sale of the land is a taxable supply, the price shall be "plus GST" and:
 - 14.5.1 if the Purchaser notifies the Vendor in writing prior to settlement, the parties agree that the margin scheme applies to this contract and general condition 13.6 applies; and
 - 14.5.2 if the Purchaser does not notify the Vendor in accordance with special condition 14, the parties agree that the Purchaser must pay 10% GST (or such other rate of GST as is applicable at the date of supply) at the same time and in the same manner as the price.
- 14.6 Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

- 14.7 If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:
- 14.7.1 in relation to the supply of the Property, on the earlier of Completion and the date on which a taxable supply of the property occurs; and
 - 14.7.2 in relation to any other supply, at the time the consideration for that supply is payable.
- 14.8 If a third party makes a taxable supply and this Contract requires a party to this Contract ('the payer') to pay for, reimburse or contribute to ('pay') any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but net of any input tax credit to which the other party is entitled in respect of the liability or expense.
- 14.9 Each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.

15. ENTIRE AGREEMENT

The Purchaser warrants that:

- 15.1 no information, representation or warranty by the Vendor, the Vendor's estate agent or the Vendor's solicitors has been supplied or made with the intention or knowledge that the Purchaser would rely on it including any report by a consultant or third party and the Disclosed Documents;
- 15.2 the Purchaser has not in fact relied on any such information, representation or warranty;
- 15.3 the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the Property including without limitation the Land, improvements, planning restrictions, building regulations and the suitability of the Property for any purpose or any business to be carried on there;
- 15.4 the covenants, provisions, terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the Purchaser expressly agrees and declares that no further or other covenants agreements provisions or terms shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated; and
- 15.5 this Contract and the original Vendor's Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Estate Agent and the Purchaser.

16. PPSR RELEASE

- 16.1 The Purchaser shall not object to any matter concerning the capacity of the Vendor to effect a transfer of land.
- 16.2 The Purchaser acknowledges and accepts that if a security interest is registered against the Vendor on the Personal Property Securities Register, the Purchaser is not entitled to and will not require a release of the security interest.

17. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 17.1 All vendors under this contract are foreign residents for the purposes of this contract unless the vendor/s give the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 17.2 The specified period in the clearance certificate will include the actual date of settlement.
- 17.3 Words defined or uses in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise. This special condition only applies if the purchaser is required to pay the commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 17.4 The vendor will pay to the purchase at settlement such part of the amount as is represented by non-monetary consideration, if any. The amount is to be deducted from the vendor's entitlement to the contract consideration.
- 17.5 The representatives of the parties are to take instructions and have regard to the vendor's interests and instructions and that representative appropriate and responsible will:
- a) pay, and or ensure payment of, the amount to the Commissioner as required by law as soon as reasonably and practicably, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - b) promptly provide the vendor with proof of payment; and
 - c) comply, or ensure compliance with, this special condition save if otherwise instructed by both the purchaser and the vendor and or any other provision in this contract to the contrary.
- 17.6 The representative responsible is taken to have complied with the obligations in special condition 17.5 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or by another electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 17.7 A clearance certificate or document evidencing variation of the amount in accordance with section 14-235 of schedule 1 to the *Taxation Administration Act 1953 (Cth)* will be given to the purchaser at least 5 business days before the due date for settlement.
- 17.8 The vendor will 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 will be provided within 5 business day of request by the purchaser. The vendor warrants that the information the vendor provides to the purchaser is true and correct.
- 17.9 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount if not paid in time.

18. GST WITHHOLDING TAX

- 18.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 18.2 This special condition applies if:
- (a) The contract was entered into:
 - (i) On or after 1 July 2018; or
 - (ii) Prior to 1 July 2018 if consideration (excluding the deposit) is provided after 30 June 2020;

- (b) The property (or part of the property) constitutes:
 - (i) new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or
 - (ii) potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;
- (c) If the property constitutes potential residential land, the purchaser:
 - (i) is not registered for GST; or
 - (ii) will not acquire the property for a creditable purpose; and
- (d) The supply of the property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

18.3 At least 14 days before the relevant date in special condition 19.4, the vendor must provide to the purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

18.4 The purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

- (a) the day on which it pays any consideration (excluding the deposit) to the vendor for the property;
- (b) if the vendor and purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the purchaser; or
- (c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Note: the purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the vendor fails to serve a notice.

18.5 If the amount is not due prior to settlement, the purchaser is taken to have complied with its obligations in special condition 18.4 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or
- (b) the purchaser provides the vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the vendor must provide such cheque to the Commissioner as soon as possible.

18.6 The amount is to be deducted from the vendor's entitlement to the contract consideration.

18.7 The purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the vendor.

18.8 The purchaser must:

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

18.9 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instruction that the representative must:

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

despite

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

19. LAND TAX ADJUSTMENT

If as a result of a breach of this Contract by the purchaser, including settlement not being effected by the due date of settlement as set out in this contract ("Due Date") the property is registered in the name of the vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the purchaser pays all of the land tax assessed, charged and levied on the vendor in respect of the property after the Due Date, in addition to any penalty interest.

20. BUILDING REPORT

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 20.2 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.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 20.4 A notice under this general condition may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

21. PEST 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 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.
- 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 solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

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

- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes a request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives -
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

8. **Builder warranty insurance**

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

9. General law land

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

MONEY

10. Settlement

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

11. Payment

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

- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

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

13. GST

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

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

14. **Loan**

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

15. **Adjustments**

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

TRANSACTIONAL

16. **Time**

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

17. **Service**

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or

- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted.

These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Contract of Sale of Real Estate – Guarantee

1. The Guarantors

This Guarantee is entered into by:

	Name	Address
First Guarantor		
Second Guarantor		

And it is acknowledged that all references to the plural will include the singular where there is only one Guarantor.

2. Guarantee and Indemnity

In consideration of the Vendor selling to the Purchaser for the Price and upon the terms and conditions set out in this Contract, we, the Guarantors, do hereby for ourselves our respective Executors and Administrators jointly and severally:

- (a) guarantee to the Vendor the due and punctual payment, the performance and observance by the Purchaser of all of its liabilities and obligations to the Vendor under the Contract (monetary or non-monetary), present or future, actual or contingent; and
- (b) as a separate and additional obligation, indemnify the Vendor against all liabilities, losses, damages, costs and expenses which the Vendor may sustain or incur, and all actions, proceedings, claims or demands made against the Vendor;

due to any default by the Purchaser in the payment, performance and observance of all its liabilities and obligations to the Vendor under the Contract (monetary or non-monetary).

3. Guarantors Acknowledgement

The Guarantors acknowledge that their obligations and liabilities under this Guarantee:

- (a) are continuous, absolute, unconditional and irrevocable; and
- (b) will not be affected by:
 - i. any act or omission where the Vendor delays or fails to exercise any of its rights, powers or remedies conferred by law or this Contract;
 - ii. the grant of any time, waiver or other concession by the Vendor to the Purchaser; or
 - iii. the occurrence of any other circumstance, act, or omission regardless of whether we, the Guarantors, consent or are aware to any of these matters.

4. Execution

Executed as a Deed on

2020.

SIGNED SEALED and DELIVERED by the
FIRST GUARANTOR in the presence of

)
)

First Guarantor

Witness

Name of witness

Address of witness

SIGNED SEALED and DELIVERED by the
SECOND GUARANTOR in the presence of

)
)

Second Guarantor

Witness

Name of witness

Address of witness

Shirley May Partington

| **Vendor** |

24 Nepean Street WATSONIA VIC 3087

| **Property** |

Vendor's Statement



Nicholas O'Donohue and Co.
Where Law Works

Vendor's Statement

Shirley May Partington

Vendor

24 Nepean Street WATSONIA VIC 3087

Property

The Vendor makes this statement in respect of the land in accordance with Section 32 of the Sale of Land Act 1962.

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract.

The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

LAND	Certificate of Title Volume 8320 Folio 017
PROPERTY ADDRESS	24 Nepean Street WATSONIA VIC 3087

VENDOR'S NAME	Shirley May Partington	Date:
VENDOR'S SIGNATURE	Signed by Steven Partington under Power of Attorney dated 26 August 2002.	

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) **are set out in the attached certificates.**

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included described in the attached certificates and documents or referred to in this vendor statement.

- 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:

Unless otherwise disclosed in the attached certificates and documents, none to the knowledge of the Vendor.

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

- (a) is in the attached copies of title documents.
Drainage and Sewerage Easement contained in LP51857 described "E-1"
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

There is no existing failure to comply with their terms.

Note: Sewers, drains, water pipes, underground and /or electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) may be laid outside registered easements

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



3.4. Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge are contained in the attached certificates and/or statements and/or documents, and if no certificates, statements or documents are attached then none to the Vendor's knowledge.

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:

None to the knowledge of the Vendor

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:

None to the knowledge of the Vendor

5. BUILDING PERMITS

There are no particulars of any building permit issued under the Building Act 1993 in the preceding 7 years are contained.

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

7.1 Work-in-Kind Agreement

- (a) This section 7.1 only applies if the Land is subject to a work-in-kind agreement.
- (b) The Land is NOT land in respect of which a GAIC is imposed

7.2 GAIC Recording

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1(a) **Registered Title**

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

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

Not Applicable

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

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 EFFICIENCY INFORMATION

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

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure 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 facility; and
- (b) which has a net lettable area of at least 1,000m², (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 the 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.)

- ☒ Vacant Residential Land or Land with a Residence
 - ☒ Attach Due Diligence Checklist
-

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)

Set out in the attached Index of Documents

24 Nepean Street WATSONIA VIC 3087

A. Vendor's Statement

1. Register Search Statement for Certificate of Title Volume 8320 Folio 017.
2. Plan of Subdivision No. 051857.
3. Property Report.
4. Planning Certificate.
5. Land Information Certificate.
6. Water Certificate.
7. Land Tax Certificate.
8. Building Certificate.
9. Vic Roads Certificate.
10. Power of Attorney dated 26 August 2002.

B. Section 27 Statement

Section 27 Statement

Sale of Land Act 1962

Shirley May Partington

| **Vendor** |

24 Nepean Street WATSONIA VIC 3087

| **Property** |

Section 27 Statement

1. The property is not subject to a mortgage.
2. There is no caveat lodged against the Title to the Property under the Transfer of Land Act 1958.

Authority to Release

The Purchaser authorises the Agent to release the deposit to the Vendor as the Vendor directs.

Date:

Purchaser/s: _____

Register Search Statement - Volume 8320 Folio 017

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

VOLUME 08320 FOLIO 017

Security no : 124084338340U
Produced 15/07/2020 02:16 PM

LAND DESCRIPTION

Lot 169 on Plan of Subdivision 051857.
PARENT TITLE Volume 08265 Folio 677
Created by instrument B218986 05/06/1961

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SHIRLEY MAY PARTINGTON of 24 NEPEAN STREET WATSONIA VIC 3087
AB514455L 27/08/2002

ENCUMBRANCES, CAVEATS AND NOTICES

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 LP051857 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: 24 NEPEAN STREET WATSONIA VIC 3087

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 15/07/2020, for Order Number 63181959. Your reference: LZ:20200007Partington.

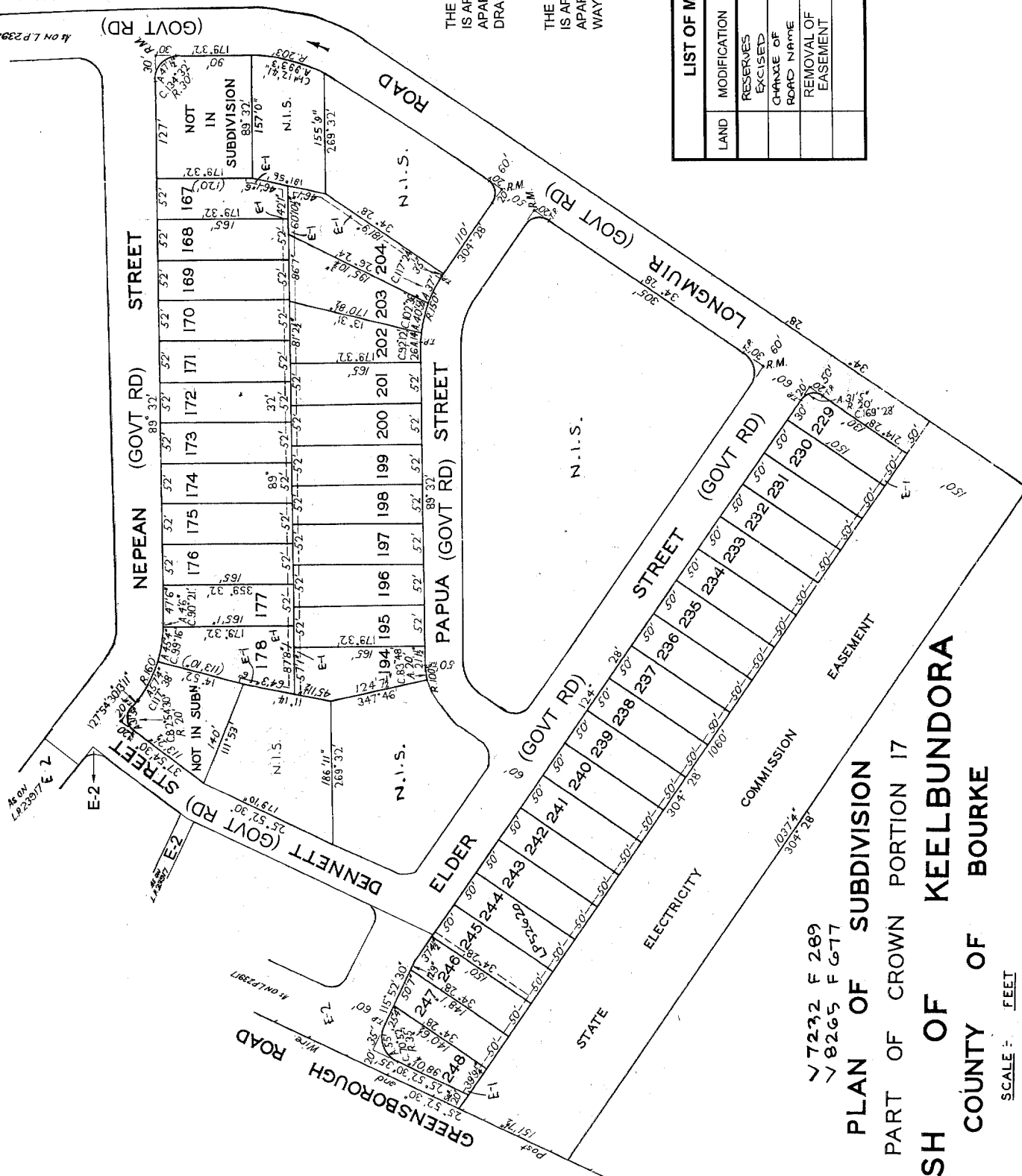
LP 51857
EDITION 3
PLAN MAY BE LODGED 19 / 7 '60

COLOUR CONVERSION
E-1 = BLUE
E-2 = BROWN

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

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE

LIST OF MODIFICATIONS			
LAND	MODIFICATION	DEALING No:	NEW EDN.
	RESERVES EXCISED	AP 15-176 SEC 103	2
	CHANGE OF ROAD NAME	CORRES 197B/1672	2
	REMOVAL OF EASEMENT	AS859008P	3



✓ 7232 F 289
✓ 8265 F 677

PLAN OF SUBDIVISION
PART OF CROWN PORTION 17
PARISH OF KEELBUNDORA
COUNTY OF BOURKE

SCALE: FEET

Property Report from www.land.vic.gov.au on 15 July 2020 01:38 PM

Address: 24 NEPEAN STREET WATSONIA 3087

Lot and Plan Number: Lot 169 LP51857

Standard Parcel Identifier (SPI): 169\LP51857

Local Government (Council): BANYULE **Council Property Number:** 115824

Directory Reference: Melway 20 F4

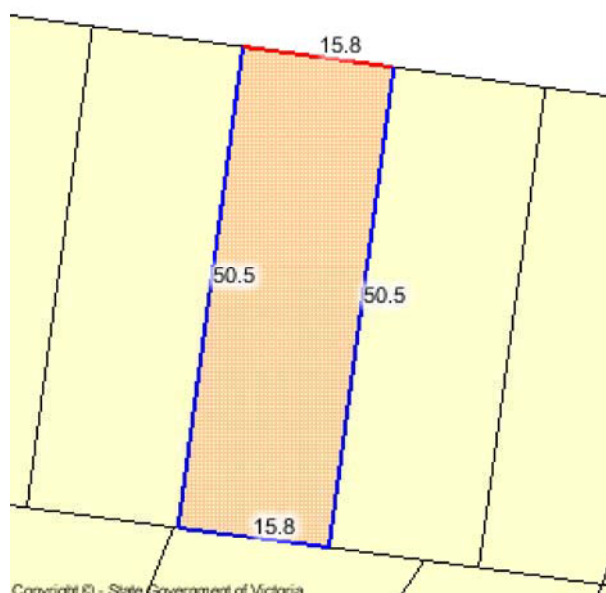
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 798 sq. m

Perimeter: 133 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: BUNDOORA

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)

Planning Overlays: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 5 (VPO5)

Planning scheme data last updated on 8 July 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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Planning Certificate



PROPERTY DETAILS

Property Address: 24 Nepean Street WATSONIA VIC 3087

Title Particulars: Vol 8320 Fol 017

Vendor: SHIRLEY MAY PARTINGTON

Purchaser: N/A

Certificate No: 63181959

Date: 15/07/2020

Matter Ref: LZ:20200007Partington

Client: Nicholas O'Donohue & Co



MUNICIPALITY

BANYULE



PLANNING SCHEME

BANYULE PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BANYULE CITY COUNCIL



ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 2



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

NOT APPLICABLE



OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: VEGETATION PROTECTION OVERLAY - SCHEDULE 5

OTHER OVERLAYS: NOT APPLICABLE



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

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



PLANNING ZONE MAP



ZONING

GENERAL RESIDENTIAL ZONE - SCHEDULE 2

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989

Applicant:

Nicholas O'Donohue & Co
Via SAI Global Property
L 20 535 Bourke Street
MELBOURNE VIC 3000

Issue date: 16/07/2020

Assessment Number: 115824

Certificate Number: 99078658

Your Reference: 63181959:96973964

Property Location: 24 Nepean Street WATSONIA 3087

Title: LOT: 169 LP: 51857

Capital Improved Value: \$880,000

Site Value: \$770,000

Net Annual Value: \$44,000

Effective Date: 01/07/2020

Base Date: 01/01/2020

Volume No: 8320

Folio No. 017

Period: 01 July 2020 – 30 June 2021

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

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

1. RATES CHARGES AND OTHER MONIES:

***Rates for 2020/2021 have not been declared at the date this certificate was issued.
It is estimated that rates and charges on this assessment for the 2020/2021 year
will be \$2111.23***

nil	
Rate Arrears to 30/06/2020:	\$0.00
Interest to 10/03/2020:	\$0.00
Other Monies:	\$0.00
Less Pensioner Rebate:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Due:	\$0.00
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
Arrears, Debtors and Special Rates and Charges:	\$0.00
Estimated Total Rates Payable	\$2111.23

NOTE I d h 151 & L IG m A 1 p h b m h f bl
 l dm p y y h g h l d h h d y f h g l d g y
 h h g h l d h d d p y bl **RATES ARE PAYABLE BY 4 INSTALMENTS OVERDUE**
AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 100/ PA ppl df m h d h lm w d
 l lm d d 30 S p mb 30 N mb 28 F b y d 31 M y hy

2 OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT

Th m y wdf wok d th L IG m tAt1 58
 Th p t t l l blyf t d th C lt l d R t l L d Act1
 Th p t t l l blyf l dt b m t bl d S t 17 (1) & () d () & (b) fth
 L IG m tAt1 8
 Th t t a d g m t q dt b p df t lp p yt f fl d
 q dt b m d t C lf t lp p d S ct 18 fth S bd Act1 88
 th L IG m tAt1 58
 Th t d g m t th l d th th b d by C l d th
 L IG m tAt1 58 th L IG m tAt1 8 d l ll w fth C l wh h
 h t g ppl t tth dt fth rtf t l h w bl w

3 OTHER INFORMATION

Th p p ty th M t p lt F B g d A d g d by th M t p lt F B g d Act1 58
BP y P ym t D t l B l l C d 8755 R f N mb 600000000115824

4 STORMWATER FLOWS

Th p p ty h b d tb g bj ctt l d t mw t fl ws

5 SPECIAL NOTES

Th rtf t ldf O d y f mth dt f Am t t t d g m y y f
 p ym t / d j tm t m d ft th dt lt th p bly fth ppl tt bt
 pd t p t tll m t
 Aft th fth rtf t C l m y b p p dt p d b l pd t f f m t t
 th ppl t t th d p rty p f m t f rtf t mb g d gth m tt d l d
 th rtf t b t f t d C l pt p bly wh t f th y fth
 b l f m t g d mply fth C l th dt b d C l by th g g f
 h b l f m t Pl t th t pd t wll tb p d d ft th O d yp dh
 p d wh rtf t h b ppl df th p d g t y

6 FIRE SERVICES PROPERTY LEVY SPECIAL NOTES

l fth p p rty h w th tf t tly mptf m F S rv P p rty L y t m y b
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CERTIFICATE PREPARED BY

AUTHORISED OFFICER

15th July 2020

Nicholas O'Donohue & Co via SAI Global Property
SAIGPROPERTY

Dear Nicholas O'Donohue & Co via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	24 NEPEAN STREET WATSONIA 3087
Applicant	Nicholas O'Donohue & Co via SAI Global Property SAIGPROPERTY
Information Statement	30544357
Conveyancing Account Number	2469580000
Your Reference	LZ:20200007Partington

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	24 NEPEAN STREET WATSONIA 3087
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	24 NEPEAN STREET WATSONIA 3087
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Nicholas O'Donohue & Co via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 9512570000
Rate Certificate No: 30544357

Date of Issue: 15/07/2020
Your Ref: LZ:20200007Partington

With reference to your request for details regarding:


Property Address	Lot & Plan	Property Number	Property Type
24 NEPEAN ST, WATSONIA VIC 3087	169\LP51857	1358077	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2020 to 30-09-2020	\$19.69	\$19.69
Residential Water Usage Charge <i>Step 1 – 5.000000kL x \$2.66200000 = \$13.31</i> Estimated Average Daily Usage \$0.16	25-03-2020 to 17-06-2020	\$13.31	\$0.00
Residential Sewer Service Charge	01-07-2020 to 30-09-2020	\$115.51	\$115.51
Residential Sewer Usage Charge <i>5.000000kL x 0.892430 = 4.462151 x 0.900000 = 4.015936 x \$1.14260000 = \$4.59</i> Estimated Average Daily Usage \$0.06	25-03-2020 to 17-06-2020	\$4.59	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$79.02
Drainage Fee	01-07-2020 to 30-09-2020	\$26.29	\$26.29

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$240.51
Total Due	\$240.51

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

5. Any deferred property debt is included in the arrears figures.

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

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

8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

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

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

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

Property No: 1358077**Address:** 24 NEPEAN ST, WATSONIA VIC 3087**Water Information Statement Number:** 30544357**HOW TO PAY**Biller Code: 314567
Ref: 95125700005**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1358077**Address:** 24 NEPEAN ST, WATSONIA VIC 3087**Water Information Statement Number:** 30544357**Cheque Amount:** \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

Land Tax Clearance Certificate

Land Tax Act 2005



NICHOLAS O'DONOHUE & CO VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	63181959:96973965
Certificate No:	39468392
Issue Date:	15 JUL 2020
Enquiries:	ESYSPROD

Land Address:	24 NEPEAN STREET WATSONIA VIC 3087
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
11281611	169	51857	8320	17	\$0.00

Vendor: SHIRLEY PARTINGTON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SHIRLEY MAY PARTINGTON	2020	\$697,000	\$0.00	\$0.00	\$0.00


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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$802,000
SITE VALUE:	\$697,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39468392

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,460.00

Taxable Value = \$697,000

Calculated as \$975 plus (\$697,000 - \$600,000) multiplied by 0.500 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 39468392

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 39468392

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Client Reference: 63181959

17/07/2020

SAI Global

C/o property.certificates@saiglobal.com

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51
Requests for information

24 Nepean Street Watsonia 3087

Reg 51 (1)

Details of any permit or certificate of final inspection issued in the preceding 10 years: **Nil**

Details of any current notice or order issued by the relevant building surveyor under the Act:
Nil

The above summary is an extract of Council records and does not guarantee the current status of the building. An inspection has not been specially conducted as a result of your enquiry, therefore answers are provided from information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

Yours faithfully



Danny Hick
Municipal Building Surveyor
Banyule City Council

Roads Certificate



PROPERTY DETAILS

Property Address: 24 Nepean Street WATSONIA VIC 3087

Title Particulars: Vol 8320 Fol 017

Vendor: SHIRLEY MAY PARTINGTON

Purchaser: N/A

Certificate No: 63181959

Date: 15/07/2020

Matter Ref: LZ:20200007Partington

Client: Nicholas O'Donohue & Co



MUNICIPALITY

BANYULE



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

ENDURING POWER OF ATTORNEY
OF
SHIRLEY MAY PARTINGTON



NICHOLAS O'DONOHUE & CO
Lawyers
180 Queen Street Melbourne Vic 3000
Tel: 03 9607 8100 Fax: 03 9670 1907
Ref: CL.SH.2030260

ENDURING POWER OF ATTORNEY

THIS ENDURING POWER OF ATTORNEY is made on

26 August 2002

by me **SHIRLEY MAY PARTINGTON** of 24 Nepean Street Watsonia Victoria in pursuance of Section 114 of the Instruments Act 1958.

1. I **APPOINT** my children **WARREN PARTINGTON** of 501 The Boulevard Wycheproof Victoria, **SHARYN KIMPTON** of 6 Soudan Street Lake Boga Victoria and **STEVEN PARTINGTON** of Unit 2, 74 Graham Road Viewbank Victoria to be my Attorneys jointly and severally.
2. I **AUTHORISE** my Attorney to do on my behalf any thing I may lawfully authorise an Attorney to do.
3. I **DECLARE** that this Power of Attorney shall continue to operate and have full force and effect notwithstanding that I may subsequently become incapable.

SIGNED SEALED and DELIVERED by
SHIRLEY MAY PARTINGTON
in the presence of:

]]]

S.M. Partington
Shirley May Partington

Witnessed by:-

L. E. McSweeney
(Signature of Witness)

M. L. McSweeney
(Signature of Witness)

22 Nepean Street
(Print full name & address)

M. L. McSweeney
(Print full name and address)

Watsonia
L. E. McSweeney
22 NEPEAN ST WATSONIA

22 NEPEAN STREET
WATSONIA

Retired
(Occupation)

Retired
(Occupation)

Specimen Signatures of Attorneys

Warren Partington
Warren Partington

Sharyn Kimpton
Sharyn Kimpton

Steven Partington
Steven Partington

**STATEMENT IN SUPPORT
OF
ENDURING POWER OF ATTORNEY**

I, **SHIRLEY MAY PARTINGTON** of 24 Nepean Street Watsonia Victoria having this day executed an Enduring Power of Attorney hereby state:

1. That I know of the nature and extent of my Estate.
2. That I know that the Enduring Power of Attorney will give my Attorney complete authority to deal with my Estate (provided that such dealings are consistent with my interests)
3. That I know whilst competent I may direct my Attorney to act in a particular way and that I may revoke the power at will.
4. That I know that if I become incompetent the power will commence to operate without any form of registration or official authorisation.
5. That I know that my Attorney's stewardship will not be monitored or audited in any fashion and that therefore in choosing my Attorney I have placed a very high level of trust in the appointed person.

DATED: 26-8-02

SIGNED by the said
SHIRLEY MAY PARTINGTON

S. M. Partington
Shirley May Partington

We, the witnesses to the Enduring Power of Attorney made this day by **SHIRLEY MAY PARTINGTON** hereby state that in our opinion the said **SHIRLEY MAY PARTINGTON** was competent to execute the Enduring Power of Attorney and that the said **SHIRLEY MAY PARTINGTON** understood the nature and effect of the document.

DATED: 26th August 2002

L. C. M. Sweeney
(Signature of Witness)

M. L. M. Sweeney
(Signature of Witness)