becklegal

CONTRACT OF SALE OF REAL ESTATE

Property Address

9 Yarra Valley Crescent, East Warburton 3799

AMO-682545-1-9-V2:AMO

Level 1, 226 Beveridge Street, Swan Hill
PO Box 351, Swan Hill Vic 3585

Phone 03 5032 4809
Fax 03 5033 1318

Email info@becklegal.com.au
www.becklegal.com.au

FORM 1

Estate Agents Act 1980 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

Property Address: 9 Yarra Valley Crescent, East Warburton 3799

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD **Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / / 2024

Print name of person signing:

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

Print name of person signing:

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

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

SIGNED BY THE VENDOR on / / 2024

Vinko Sunic

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

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

OFF-THE-PLAN SALES **Section 9AA(1A), Sale of Land Act 1962**

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Professionals Yarra Valley (Warburton)

Address: 3414 Warburton Highway, Warburton VIC 3799

Email: chris.lord@mcmath.com.au

Phone: Mob: 0408 148 861 Fax: Ref: Chris Lord

VENDOR

Name: **VINKO SUNIC**

Address: 4 Harrison Crescent, Swan Hill VIC 3585

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Beck Legal

Address: Level 1, 226 Beveridge Street, Swan Hill 3585

Email: amoser@becklegal.com.au

Phone: 03 5032 4809 Mob: Fax: 03 5445 3355 Ref: AMO:682545-1

PURCHASER

Name:

Address:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Phone: Mob: Fax: Ref:

LAND (general conditions 7 and 13)

The land is described below:

Certificate of Title Reference		being lot	on plan
Volume 8916	Folio 725	139	PS051487
Volume 8668	Folio 114	138	PS051487

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **9 Yarra Valley Crescent, East Warburton 3799**

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

Nil. Vacant Land

PAYMENT (general condition 17)

Price $.....

Deposit $..... Payable by / /

Balance $..... payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

SETTLEMENT (general condition 17)

is due on / / or earlier by agreement

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:
in which case refer to general condition 5.1.

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

.....

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 20)

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

Lender: .....

Loan Amount: $..... Approval Date: / /

Building Report

General Condition 21 applies only if the box is checked ☐

Pest Report

General Condition 22 applies only if the box is checked ☐

SPECIAL CONDITIONS

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

special conditions

If the contract is subject to **'special conditions'** then particulars of the Special Conditions begin on the next page.

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: $

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: $

Other details (including those required by regulation or the ATO forms):

SPECIAL CONDITIONS

1. Interpretation

In this Contract, unless the context requires otherwise:

1.1 the singular includes the plural and vice versa;

1.2 the word "person" includes a natural person and any body or entity whether incorporated or not;

1.3 a heading may be used to help interpretation, but is not legally binding;

1.4 if two or more people are described as a party, each person is:

1.4.1 liable for their obligations; and

1.4.2 entitled to their rights,

jointly and severally;

1.5 a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;

1.6 a reference to a document includes the document as modified from time to time and any document replacing it;

1.7 the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;

1.8 a reference to any agency or body:

1.8.1 which ceases to exist;

1.8.2 is reconstituted, renamed or replaced; or

1.8.3 has it powers or functions removed,

means the agency or body which replaces it, or which has substantially the same powers or functions;

1.9 a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;

1.10 any provision of this Contract which can take effect after the date of settlement does not merge on settlement and continues to bind the parties;

1.11 a word or phrase specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract; and

1.12 in the event of any inconsistency between the general conditions and special conditions of this Contract, the special conditions shall prevail to the extent of the inconsistency.

2. Definitions

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

2.1 **ASIC** means the Australian Securities and Investments Commission;

2.2 **Business Day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in Melbourne, Victoria;

2.3 **Charges** mean any duties, taxes or charges;

2.4 **Claim** means a claim, action, proceeding, demand, damage, loss (including consequential), expense, cost or liability immediate, future or contingent and includes a claim for compensation;

2.5 **Corporations Act** means the *Corporations Act 2001* (Cth);

2.6 **Day of Sale** means the date by which both parties have signed this Contract;

2.7 **Deposit** means the deposit specified in the Particulars of Sale in this Contract;

2.8 **Existing Windfall Gains Tax Liability** means a liability for an amount of tax:

2.8.1 arising under the *Windfall Gains Tax Act 2021* (Vic); and

2.8.2 specified in a notice of assessment served on any person under section 14 of the *Taxation Administration Act 1997* (Vic) prior to the Day of Sale;

2.9 **FIRB** means the Foreign Investment Review Board established under the Takeovers Act;

2.10 **Goods** means the goods sold with the Land specified in the Particulars of Sale in this Contract;

2.11 **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

2.12 **Insolvency Event** means:

2.12.1 if the Purchaser is a natural person, the Purchaser:

2.12.1.1 dies or ceases to be of full legal capacity or otherwise becomes incapable of managing the Purchaser's own affairs; or

2.12.1.2 becomes insolvent under administration (as defined in the Corporations Act); or

2.12.2 if the Purchaser is a corporation, the Purchaser:

2.12.2.1 is placed under administration;

2.12.2.2 is placed in liquidation or provisional liquidation;

2.12.2.3 has a controller (as defined in the Corporations Act) or analogous person appointed to the Purchaser or any of the Purchaser's property;

2.12.2.4 enters into an arrangement, composition or compromise with, or assignment for the benefit of, any of the Purchaser's creditors or any class of them;

2.12.2.5 as a result of section 459F(1) of the Corporations Act, is taken to have failed to comply with a statutory demand; or

2.12.2.6 lodges an application for the Purchaser's voluntary deregistration with ASIC or is subject to any actions by ASIC to initiate the deregistration of the Purchaser or any analogous event under the laws of any applicable jurisdiction; or

2.12.2.7 any analogous event under the laws of any applicable jurisdiction;

2.13 **Land Tax Act** means the *Land Tax Act 2005* (Vic);

2.14 **Land Use Victoria** means the agency that is responsible for maintaining the register of land in Victoria;

2.15 **Lodgement** means the lodging of documents for registration at Land Use Victoria;

2.16 **Outgoings** mean all rates, taxes, assessments, levies or other outgoings payable by the Vendor in respect of the Land but specifically excluding any amounts for or towards tax for which the Vendor is or may become liable for in respect of the Property under the Land Tax Act or any Existing Windfall Gains Tax Liability;

2.17 **Price** means the price specified in the Particulars of Sale in this Contract;

2.18 **Property** means the Land described in the Particulars of Sale in this Contract;

2.19 **Purchaser** means the purchaser named in the Particulars of Sale in this Contract;

2.20 **Purchaser's Excluded Rights** means making requisitions, claiming compensation, rescinding, terminating or purporting to rescind or terminate this Contract, calling on the Vendor to amend title or to bear any cost of doing so, withholding part of the Price, delaying Settlement, or avoiding any of its obligations under this Contract;

2.21 **Purchaser's Representative** means the Purchaser's legal practitioner or conveyancer named in the Particulars of Sale in this Contract;

2.22 **Sale of Land Act** means the *Sale of Land Act 1962* (Vic);

2.23 **Settlement Date** means the date of settlement specified in the Particulars of Sale in this Contract;

2.24 **Takeovers Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

2.25 **Tax Act** means the *Taxation Administration Act 1953* (Cth);

2.26 **Vendor** means the vendor named in the Particulars of Sale in this Contract; and

2.27 **Vendor's Representative** means the Vendor's legal practitioner or conveyancer named in the Particulars of Sale in this Contract.

3. General

3.1 **Authority**

3.1.1 If a person signs this Contract on behalf of a Purchaser which is a corporation (within the meaning of the Corporations Act), that person:

3.1.1.1 warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and

3.1.1.2 if the warranty in special condition 3.1.1.1 is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

3.1.2 If the Purchaser is buying the Property as trustee of a trust (**Trust**):

3.1.2.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

3.1.2.2 the Purchaser warrants to the Vendor that the Purchaser has power under the Trust to enter into this Contract; and

3.1.2.3 if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser and must execute the Guarantee and Indemnity attached to this Contract upon signing of this Contract by the Purchaser.

3.2 **Consents and Approvals**

Where anything depends on the consent or approval of the Vendor then, unless this Contract states otherwise, that consent or approval may be given conditionally, unconditionally or withheld in the absolute discretion of the Vendor.

3.3 **Counterparts**

If this Contract consists of a number of signed counterparts, each is an original and all of the counterparts together comprise the same document.

3.4 **No Waiver**

3.4.1 A party does not waive a right simply because it:

3.4.1.1 fails to exercise the right;

3.4.1.2 delays exercising the right; or

3.4.1.3 only exercises a part of the right.

3.4.2 A single exercise of a right does not prevent a further exercise of it or the exercise of any other right.

3.4.3 A waiver of a breach does not operate as a waiver of any other breach.

3.5 **Entire Understanding**

3.5.1 This Contract contains the entire understanding between the parties about its subject matter and supersedes all earlier communications between the parties.

3.5.2 Each party acknowledges that, except as expressly stated in this Contract, that party has not relied on any information, statement, representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Contract.

3.6 **Further Action**

A party must do all things and execute all documents that are reasonably necessary to give effect to this Contract:

3.6.1 unless this Contract states otherwise, at that party's own expense; and

3.6.2 within a reasonable time of being requested by another party to do so.

3.7 **Governing Law and Jurisdiction**

3.7.1 This Contract is governed by the laws of Victoria.

3.7.2 The parties submit to the exclusive jurisdiction of the courts of Victoria.

3.8 **No Merger**

Any provision of this Contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

3.9 **No Right of Set Off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

3.10 **Unenforceable Provision**

If any provision of this Contract is, or becomes, void, illegal, invalid, or unenforceable, then:

3.10.1 where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and

3.10.2 in any other case, the provision must be severed from this Contract and the remaining provisions of this Contract will operate as if the severed provision had not been included.

3.11 **Variation**

Any variation of this Contract must be in writing and signed by the parties.

3.12 **Operation of Indemnities**

Unless this Contract states otherwise:

3.12.1 each indemnity in this Contract survives the Settlement Date or termination of this Contract;

3.12.2 each indemnity is separate and independent from any other indemnities or obligations; and

3.12.3 the Vendor may recover payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

3.13 **Representations**

The Purchaser acknowledges and agrees that the contents of any promotional material created or commissioned by the Vendor in respect of the Property does not constitute promises or representations by the Vendor to the Purchaser.

3.14 **Electronic execution of document**

3.14.1 Pursuant to the *Electronic Transactions (Victoria) Act 2000* (Vic), this document may be electronically executed and remote witnessed by audio visual link, and each person signing this document, including the signatory and its witness, may sign a separate counterpart of this document.

3.14.2 Pursuant to the *Corporations Act 2001* (Cth), a company may execute this document by each of its officers signing electronically or by wet ink, and each officer may sign a separate counterpart of this document. If execution is under common seal, the fixing of the common seal may be observed by electronic means.

3.14.3 The parties agree that, for the purpose of executing this document, the online electronic signing platform DocuSign is an appropriately reliable method and they will, if electronically signing this document, use all reasonable endeavours to execute this document using that preferred method.

4. Amendments to General Conditions

4.1 General conditions 1, 3, 4, 9, 23 and 31.4 to 31.6 (inclusive) do not apply to this Contract.

4.2 General condition 20.2(c) is amended to insert "satisfactory to the Vendor" after "evidence" in line 1.

5. Purchaser's Warranty

The Purchaser warrants to the Vendor that the Purchaser has inspected the Property and made its own enquiries concerning the matters relating to this Contract. In particular, the Purchaser warrants to the Vendor that the Purchaser:

5.1 received a statement pursuant to section 32 of the Sale of Land Act in the form attached to this Contract signed by, or on behalf of, the Vendor prior to the Purchaser executing this Contract;

5.2 buys the Property and Goods because of the Purchaser's own inspection and enquiries;

5.3 accepts the condition of the Property and Goods as at the Day of Sale;

5.4 accepts the zoning and planning restrictions affecting the Property and how the Property may be used and developed;

5.5 accepts the terms of any easements and encumbrances affecting the Property;

5.6 has not relied on any information, statement, representation or undertaking made by or on behalf of the Vendor in relation to the subject matter of this Contract; and

5.7 has not been induced to enter this Contract by any information, statement, representation or undertaking, except any expressly included in this Contract.

6. Guarantee

All directors of any corporation (as defined in the Corporations Act) named as a Purchaser in this Contract are required to sign the Guarantee and Indemnity attached to the Contract at the time of execution of this Contract by the Purchaser.

7. Adjustments

7.1 All Outgoings, and any rent and other income received in respect of the Property must be apportioned between the parties calculated as at the Settlement Date and any adjustments paid and received as appropriate.

7.2 If the Property sold is not separately assessed in respect of any Outgoings, the Outgoings will be apportioned between the parties in the same proportion that the area of the Property shown on the Plan bears to the total area of the land in respect of which the Outgoings are assessed.

7.3 In apportioning the Outgoings, any personal or statutory benefit available to or received by any party shall be disregarded.

7.4 The Purchaser cannot require the Vendor to pay any Outgoings at any time before they are due to be paid.

7.5 If any supplementary rates or Outgoings are assessed, levied or charged against the Property hereby sold in or after the rating year in which the date of payment of the balance falls, the Purchaser shall be solely responsible to bear or pay the sum of the supplementary amount.

8. Nomination by Purchaser

8.1 The Purchaser may nominate a substitute or additional transferee (**Nominee**), subject to the Purchaser strictly complying with the terms of this special condition 8.

8.2 The Purchaser must notify the Vendor of any nomination of a Nominee at least 10 Business Days before the Settlement Date and the Purchaser must deliver to the Vendor's Legal Representative:

8.2.1 a copy of a nomination agreement executed by the Nominee and the Purchaser;

8.2.2 a new transfer of land in the correct and registrable form duly signed by each proposed transferee;

8.2.3 if the Nominee is a corporation as defined in the Corporations Act an original Guarantee and Indemnity (in the form attached to this Contract at Annexure A but including changes necessary by reason of the nomination) signed by each of the Nominee's directors; and

8.2.4 if the Nominee is an individual or individuals acting in their capacity as the trustee of a trust, a Guarantee and Indemnity (in the form attached to this Contract at Annexure A but including changes necessary by reason of the nomination), executed by each trustee in its personal capacity.

8.3 If the Purchaser does not comply with the requirements of special condition 8.2 the Purchaser shall be deemed to be in default of payment of the balance of the Price and such default is deemed to commence on the day on which settlement is due under this Contract and ends on the day that is 10 Business Days after the date that the Vendor or the Vendor's Representative receives the transfer of land document appropriately executed by each proposed transferee.

8.4 The Purchaser will remain personally liable for the due performance of all the Purchaser's obligations under this Contract regardless of the nomination of a Nominee.

9. Indemnity

9.1 To the full extent permitted at law, the Purchaser indemnifies the Vendor and must keep the Vendor indemnified against all Claims (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain, or incur as a direct or indirect result of any one or more of the following:

9.1.1 breach or non-performance of this Contract by the Purchaser;

9.1.2 breach of warranty under this Contract by the Purchaser; or

9.1.3 any act or omission that occurs after the settlement date concerning the Property or any Goods.

10. Default

10.1 If the Purchaser breaches any condition of this Contract, without limiting any other rights or remedies that the Vendor may have against the Purchaser, the Purchaser must pay or reimburse the Vendor on demand for:

10.1.1 all Charges, costs, expenses, and penalties incurred, whether directly or indirectly, by the Vendor as a result of the breach, including:

10.1.1.1 any legal costs on a solicitor and client basis;

10.1.1.2 any commission or other expenses claimed by the Vendor's agents relating to sale of the Property;

10.1.1.3 expenses payable by the Vendor under any existing loans secured over the Property or other property of the Vendor; and

10.1.2 any other money payable under this Contract.

10.2 If an Insolvency Event occurs in respect of the Purchaser, without limiting any other rights or remedies the Vendor may have against the Purchaser, the Vendor may rescind this Contract and retain the Deposit and any interest which has accrued on the Deposit.

10.3 The Purchaser acknowledges that the following items constitute a "reasonably foreseeable loss" for the purposes of general condition 32:

10.3.1 expenses payable by the Vendor under any existing loans secured over the Property or other property of the Vendor;

10.3.2 the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach; and

10.3.3 any commission or other expenses claimed by the Vendor's agents relating to sale of the Property.

10.4 If:

10.4.1 the Purchaser breaches special condition 6; or

10.4.2 the Purchaser fails to pay the Deposit on or before the due date for payment,

general condition 34 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach.

11. Duties Form and Settlement Statement

11.1 **Definitions**

In this special condition:

11.1.1 **Duties Form** means the 'Digital Duties Form' available on the Victorian State Revenue Office website; and

11.1.2 **Settlement Statement** means the 'Settlement Statement' created by the State Revenue Office website following completion of the Duties Form by both parties.

11.2 **Vendor to complete and sign Duties Form**

The Vendor must:

11.2.1 complete the parts of the Duties Form which are to be completed by the Vendor (**Transferor Statement**);

11.2.2 send the completed Transferor Statement to the Purchaser at least 15 Business days prior to the Settlement Date;

11.2.3 make any changes to the Transferor Statement reasonably requested by the Purchaser; and

11.2.4 following the Purchaser's compliance with **special condition 11.3.1** sign or approve the Duties Form prior to the Settlement Date, unless there is manifest error in which case the Vendor must notify the Purchaser and request the Purchaser to amend it.

11.3 **Purchaser to complete and sign Duties Form**

The Purchaser must:

11.3.1 complete the parts of the Duties Form which are to be completed by the Purchaser (**Transferee Statement**) at least 5 Business Days prior to the Settlement Date;

11.3.2 sign or approve the Duties Form at least 2 Business Days prior to the Settlement Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;

11.3.3 make any changes to the Transferee Statement reasonably requested by the Vendor and sign or approve (or re-sign or re-approve) the amended Duties Form within 1 Business Day of being requested to do so; and

11.3.4 prior to Settlement:

11.3.4.1 generate a Settlement Statement; and

11.3.4.2 deliver the Settlement Statement to the Vendor.

11.4 **Completion of Duties Form a requirement of Settlement**

11.4.1 A party may not make any Claim if the other party reasonably requests amendments to the Duties Form prior to Settlement.

11.4.2 The parties acknowledge and agree that unless and until the parties comply with **special conditions 11.2** and **11.3** respectively:

11.4.2.1 settlement will not proceed; and

11.4.2.2 the non-performing party will be in breach of this Contract.

12. Electronic Conveyancing

12.1 **Conversion to Paper-Based Settlement**

If, at any time after the Day of Sale, a party reasonably believes that settlement and Lodgement can no longer be conducted electronically, that party must immediately give notice in writing to the other party to that effect, in which case:

12.1.1 the parties shall effect a paper based settlement as soon as possible; and

12.1.2 the parties shall have no rights or Claims against each other due to settlement converting to a paper based settlement, other than as set out in special conditions 12.2 and 12.3.

12.2 **If the Purchaser requests Paper-Based Settlement**

If the Purchaser provides notice to the Vendor under special condition 12.1:

12.2.1 the Vendor shall be entitled to postpone settlement until the Vendor is able to effect a paper based settlement;

12.2.2 the Purchaser must pay interest in accordance with the Contract from the Settlement Date until the date that settlement is effected; and

12.2.3 the Purchaser must pay all costs incurred by the Vendor in converting to a paper based settlement including, without limitation:

12.2.3.1 the costs of preparing and arranging for execution of paper settlement documents;

12.2.3.2 attendance at settlement by the Vendor's Representative;

12.2.3.3 nominating electronic Land Use Victoria documents to paper documents and paying any costs associated therewith; and

12.2.3.4 liaising with relevant financial institutions.

12.3 **If the Vendor requests Paper-Based Settlement**

If the Vendor provides notice to the Purchaser under special condition 12.1:

12.3.1 the Purchaser shall be entitled to postpone settlement until the Purchaser is able to effect a paper based settlement; and

12.3.2 if the Purchaser postpones settlement under special condition 12.3.1, the Purchaser will not be required to pay interest in accordance with the Contract.

13. Foreign Investment Review Board

The Purchaser warrants to the Vendor that:

13.1 the Purchaser has not breached the Takeovers Act by entering into this Contract; and

13.2 if necessary, before entering into this Contract, the Purchaser has obtained approval from the Foreign Investment Review Board to purchase the Property on the terms of this Contract.

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives:

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:

(a) that:

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if:

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay:

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

—

MONEY

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars to the satisfaction of the purchaser, that either:

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the

purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST

withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

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

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

—

TRANSACTIONAL

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligations will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

—

DEFAULT

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

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

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines & Requirements

The Committee has been established to decide disputes relating to property law matters. Where one party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner[1].

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* parties and referring legal practitioners and *must* include:

1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.

1.2 The *issues for resolution*, based upon the *agreed facts*, to be decided by the Committee.

1.3 Complete and legible copies of all relevant documents.

1.4 Applications for disputes to be decided by the Committee shall include a signed agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any questions of law or practice.

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

An administration fee of $100.00 for *each* referring legal practitioner must be paid to the Law Institute when the application is lodged.

The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right:-

(i) to call for further and better particulars or documents in order to consider the dispute or make a decision.

(ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

---

[1] Note: in circumstances where a legal practitioner (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

GUARANTEE AND INDEMNITY

GUARANTEE AND INDEMNITY

TO: VINKO SUNIC (Vendor)

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule attached to this Guarantee (**Guarantor**) agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (**Purchaser**) the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (**monies hereby secured**) AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

A. The Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.

B. This Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.

C. This Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.

D. This Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract of Sale as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the transfer or partial transfer of any part of the land to the Purchaser pursuant to the terms thereof.

E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.

F. This Guarantee shall at all times be valid and enforceable against the Guarantor notwithstanding:

   (a) that the Contract of Sale for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser;

   (b) that the Purchaser was prohibited (whether expressly or by implication) by law, contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof; and

   (c) that the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.

G. Until the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

H. Any demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a director of the Vendor or by any solicitor purporting to act for the Vendor or by any other person duly authorised by the directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.

I. The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract of Sale in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

J. This Guarantee shall endure for the benefit of the Vendor and its successors and transferees. If the Vendor assigns its rights under this Guarantee, the benefit of the Guarantee extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

K. For the consideration aforesaid and as a separate and coverable covenant the Guarantor hereby agrees to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

L. Notwithstanding anything else herein contained (but subject to clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract of Sale and upon payment to the Vendor of all monies payable as aforesaid under the said Contract of Sale and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor: **VINKO SUNIC**
of 4 Harrison Crescent, Swan Hill VIC 3585

Purchaser:
of

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals this day of 2024.

SIGNED SEALED AND DELIVERED by)
)
the said Guarantor _____)
)
in Victoria in the presence of:)

SIGNED SEALED AND DELIVERED by)
)
the said Guarantor _____)
)
in Victoria in the presence of:)

becklegal

VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE *SALE OF LAND ACT 1962*

PROPERTY

9 Yarra Valley Crescent, East Warburton

AMO-682545-1-8-V2:AMO

Level 1, 226 Beveridge Street, Swan Hill
PO Box 351, Swan Hill Vic 3585

Phone 03 5032 4809
Fax 03 5033 1318

Email info@becklegal.com.au
www.becklegal.com.au

VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR **VINKO SUNIC**

PROPERTY **9 Yarra Valley Crescent, East Warburton**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

(b) 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 of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

(ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 **Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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 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) Are as set out in the attached copies of title documents otherwise none known to the vendor.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

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 as follows:

Nil.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("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

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

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

(a) electricity supply

(b) gas supply

(c) water supply

(d) sewerage

(e) telephone services

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. 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.

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

Date of this Statement: 31 / 7 / 2024

Signature of the vendor: .....

Vinko Sunic

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

Date of this Acknowledgment: ...../...../.....

Signature of the purchaser: .....

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 08668 FOLIO 114 Security no : 124116657980C
Produced 16/07/2024 10:58 AM

LAND DESCRIPTION

Lot 138 on Plan of Subdivision 051487.
PARENT TITLE Volume 08313 Folio 923
Created by instrument C743526 06/04/1967

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VINKO SUNIC of UNIT 2 NO 79 ALMA ROAD ST KILDA
K735394 31/01/1984

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 LP051487 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: 9 YARRA VALLEY CRESCENT EAST WARBURTON VIC 3799

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack (InfinityLaw) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 08916 FOLIO 725 Security no : 124116517856K
Produced 10/07/2024 01:51 PM

LAND DESCRIPTION

Lot 139 on Plan of Subdivision 051487.
PARENT TITLE Volume 08313 Folio 923
Created by instrument E243406 06/12/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VINKO SUNIC of FLAT 6/2A ROBE ST ST KILDA
L885589C 12/09/1985

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 LP051487 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: 9 YARRA VALLEY CRESCENT EAST WARBURTON VIC 3799

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack (InfinityLaw) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 10/07/2024 13:55 Page 1 of 3

PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENTS 26A & 27A

PARISH OF WARBURTON

COUNTY OF EVELYN

Measurements are in Feet & Inches

Conversion Factor

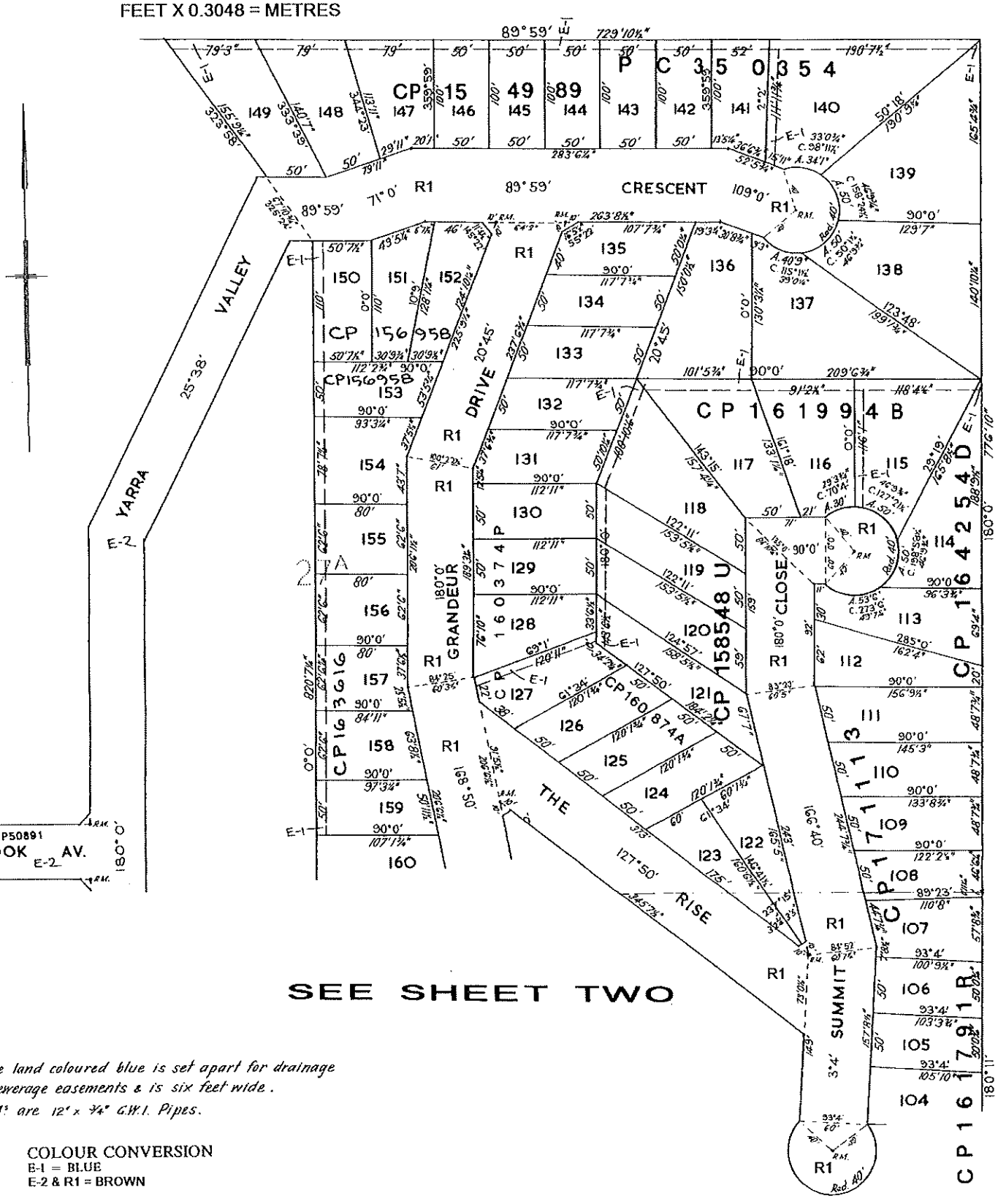
FEET X 0.3048 = METRES

LP 51487

EDITION 2

PLAN MAY BE LODGED 6 / 6 / 60

CHART NO. 14.



The land coloured blue is set apart for drainage & sewerage easements & is six feet wide.

R.M.s are 12" x ¾" G.W.I. Pipes.

COLOUR CONVERSION
E-1 = BLUE
E-2 & R1 = BROWN

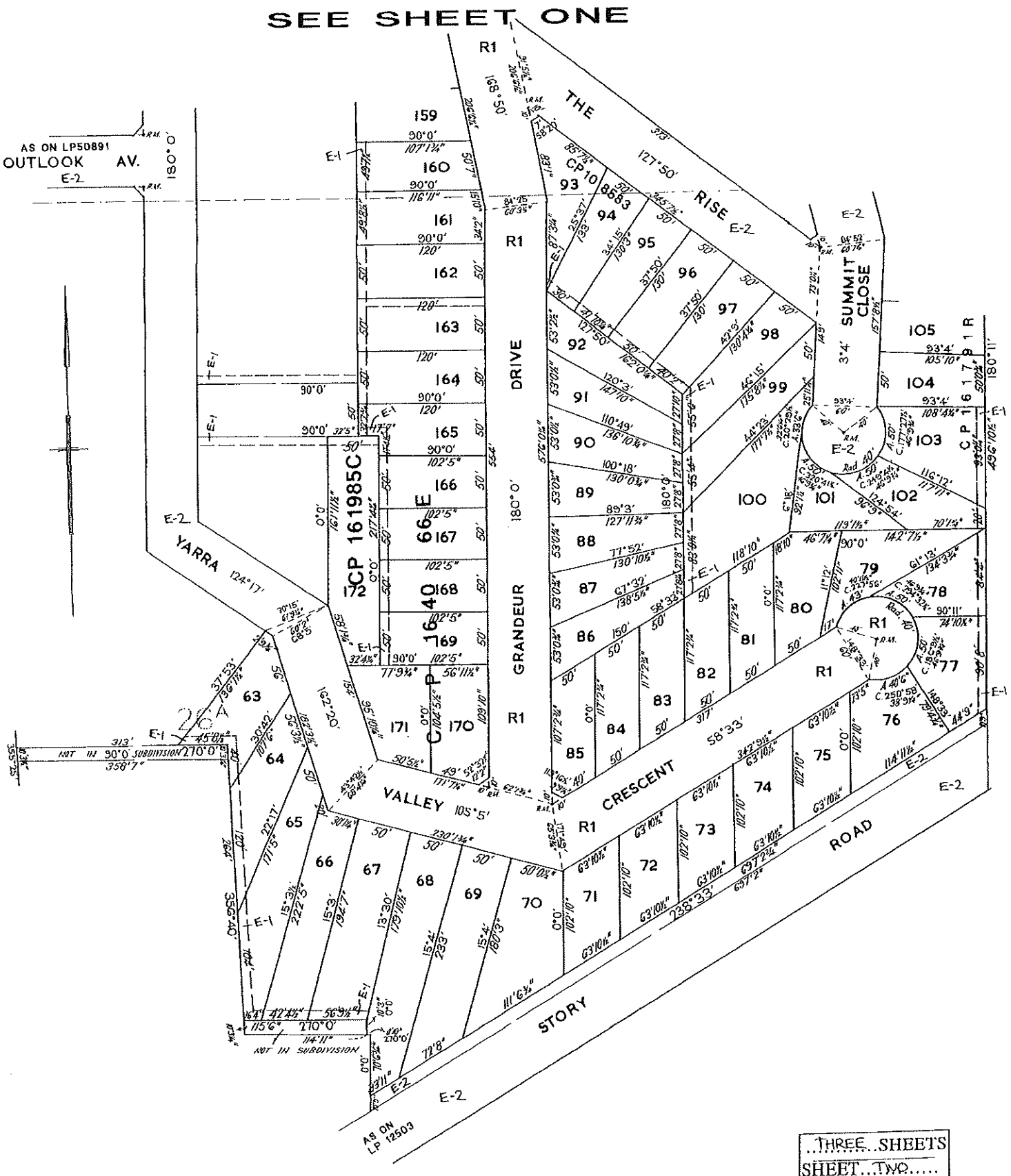
FOR APPROPRIATIONS, ETC,
SEE BACK HEREOF

THREE SHEETS
SHEET ONE

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

Delivered by LANDATA®, timestamp 10/07/2024 13:55 Page 2 of 3

LP 51487



Delivered by LANDATA®, timestamp 10/07/2024 13:55 Page 3 of 3

CERTIFICATE OF TITLE V. 8046 F. 794

LODGED BY McGINDLE & HAINES.

DEALING No. A880320 DATE 21. 12. 59.

DECLARED BY K.D. MEEKCOMS 25. 2. 59.

CONSENT OF COUNCIL SHIRE OF UPPER YARRA 7. 12. 59.

PLAN MAY BE LODGED S.M.C.D. 6 JUN 1960

LP 51487
BACK OF SHEET 1

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.	DATE	A.R.T.	EDN. No.
136	REMOVAL OF EASEMENT	AP677986 SEC 73		✓	2

...THREE...SHEETS
SHEET...THREE...

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au

Yarra Ranges Council

Certificate Number: 115300
Issue Date: 10-Jul-2024
Applicant Reference: 73488666-012-5:160846

Landata
DX 250639
MELBOURNE VIC

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, Local Government Act 2020 or under a local law or by law of the council.

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

PROPERTY INFORMATION

Assessment Number:	46943/4
Property Address:	Part 9 Yarra Valley Crescent, East Warburton VIC 3799
Property Description:	Lot 138 & 139 LP51487 Ca 26A&27A PWarburton

VALUATION INFORMATION

Current Level of Value Date:	1 January 2024
Operative Date of Value:	01-Jul-2024
Site Value:	55,000
Capital Improved Value:	55,000
Net Annual Value:	2,750

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2025

Rate or Charge Type	Annual Charge
General Rates	137.15
Fire Services Property Levy	0.00
State Deficit Levy	0.00
Total Annual Charge	**137.15**

Rates and Charges Summary

Description	Balance Outstanding
Legal Charges Arrears	0.00
Arrears & Previous Year Interest	6,608.39
Current Interest on Arrears	0.00
Interest on Current Rates	0.00
Current Year Rates	137.15
Rebates	0.00
Payments since 1 July 2024	0.00
Overpayment	0.00
Other	0.00
Total Rates Outstanding	6,745.54
Chargeable Works &/or EUA	0.00
Local Govt Act 1989–Sec. 227	3,343.65
Balance Outstanding	**$10,089.19**

Rates are due to be paid in full by 15 Feb 2025, if payment is not being made by instalments.

Payment can be made by:

- BPAY – Biller Code 8979 Reference 469434
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 469434

NOTICES AND ORDERS: There ~~are~~/are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There ~~is~~/is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There ~~is~~/is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~/is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

As shown against the property description on page 1 this property includes multiple parcels of land. The valuations and rate charges displayed on this certificate reflect these multiple parcels. When individual lots are Sold/Transferred they will be subject to a Supplementary Valuation and "Pro-Rata" Rates and Charges will be levied thereon from the date of Supplementary Valuation.

OTHER INFORMATION
While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.

Jim Stewart
Executive Officer, Property Rating Services Date: 10-Jul-2024
(Contact Property Rating Services on 1300 368 333 for any enquiries)
Received the sum of $27.80 being the fee for this Certificate.

PROPERTY INFORMATION CERTIFICATE

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(2)
Building Services

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au

To Landata

Email landata.online@victorianlrs.com.au

Date 11 July 2024

Received the sum of $52.10 for this certificate.

PROPERTY:	**Part 9 Yarra Valley Crescent, East Warburton VIC 3799 - SEE MAP ATTACHED**
	Lot 138 & 139 LP51487 Ca 26A&27A PWarburton
ASSESSMENT NO:	46943
Sewered Area?	Contact Yarra Valley Water (Ph 131695) - If in an unsewered area, Council consent is to be obtained from Council's Environmental Health Officer for the installation or alteration to a septic system including alterations to plumbing fixtures and fittings or the construction of a building over an existing septic tank system.
Is property in a Flood Area? (Reg 153)	No Yarra Ranges Council strongly recommends Private Building Surveyors contact Melbourne Water to confirm that this information is still current before deciding on whether report and consent of Council is required under Building Regulation 153 (1) as Melbourne Water may have more up to date information.
Is property in a Designated Land or Works (uncontrolled overland drainage) area? (Reg 154)	No Yarra Ranges Council strongly recommends Private Building Surveyors contact Melbourne Water to confirm that this information is still current before deciding on whether report and consent of Council is required under Building Regulation 154(1) as Melbourne Water may have more up to date information.

Is property in a Termite area? (Reg 150)	Yes
Is property in a Bushfire Prone area?	Information regarding Bushfire Prone areas can be obtained from www.land.vic.gov.au
Has a Bushfire Attack Level (BAL) been specified in Yarra Ranges Planning Scheme?	Information regarding Bushfire Attack Level (BAL) specified in Yarra Ranges Planning Scheme can be obtained from www.landata.vic.gov.au
Is property in an Alpine (prone to significant snowfalls) area? (Reg 152)	No
Will a development of this type require a Planning Permit?	Please contact Planning Services on 1300 368 333 to determine if these works require a Planning Permit. A fee is applicable.
Wind Speed?	To be determined by Designer and approved by Relevant Building Surveyor.
Crossing Deposit/Inspection	Enquiries should be referred Council's Infrastructure Services Department on 1300 368 333.
Legal Point of Discharge	A Yarra Ranges Approved Point of Discharge Application Form must be submitted directly to Council's Civil Development Services Department – a fee is applicable. The form is available on Council's website www.yarraranges.vic.gov.au or by contacting Civil Development on 1300 368 333.
Infrastructure Levy Required?	No

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1047907

APPLICANT'S NAME & ADDRESS

BECK LEGAL C/- INFOTRACK (INFINITYLAW) C/- LANDATA
MELBOURNE

VENDOR

SUNIC, VINKO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

355372

This certificate is issued for:
LOT 139 PLAN LP51487 ALSO KNOWN AS 9 YARRA VALLEY CRESCENT EAST WARBURTON
YARRA RANGES SHIRE

The land is covered by the:
YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a	GREEN WEDGE ZONE - SCHEDULE 5
- is within a	BUSHFIRE MANAGEMENT OVERLAY
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4
and a	RESTRUCTURE OVERLAY - SCHEDULE 100
- and is	AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

10 July 2024

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

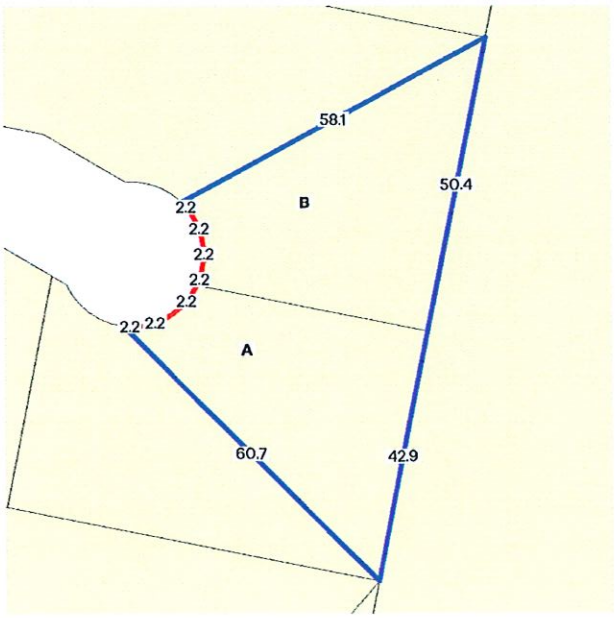
From www.land.vic.gov.au at 16 July 2024 11:13 AM

PROPERTY DETAILS

Address:	**9 YARRA VALLEY CRESCENT EAST WARBURTON 3799**
Lot and Plan Number:	**This property has 2 parcels. See table below**
Standard Parcel Identifier (SPI):	**See table below**
Local Government Area (Council):	**YARRA RANGES** www.yarraranges.vic.gov.au
Council Property Number:	**209413**
Directory Reference:	**Melway 291 F5**

SITE DIMENSIONS

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



Area: 2608 sq. m
Perimeter: 243 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.

7 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at Title and Property Certificates

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 138 LP51487	138\LP51487
B	Lot 139 LP51487	139\LP51487

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**EILDON**

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Area Map



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 16 July 2024 11:17 AM

PROPERTY DETAILS

Address:	**9 YARRA VALLEY CRESCENT EAST WARBURTON 3799**
Lot and Plan Number:	**More than one parcel - see link below**
Standard Parcel Identifier (SPI):	**More than one parcel - see link below**
Local Government Area (Council):	**YARRA RANGES** www.yarraranges.vic.gov.au
Council Property Number:	**209413**
Planning Scheme:	**Yarra Ranges** Planning Scheme - Yarra Ranges
Directory Reference:	**Melway 291 F5**

This property has 2 parcels. For full parcel details get the free Property report at Property Reports

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**EILDON**

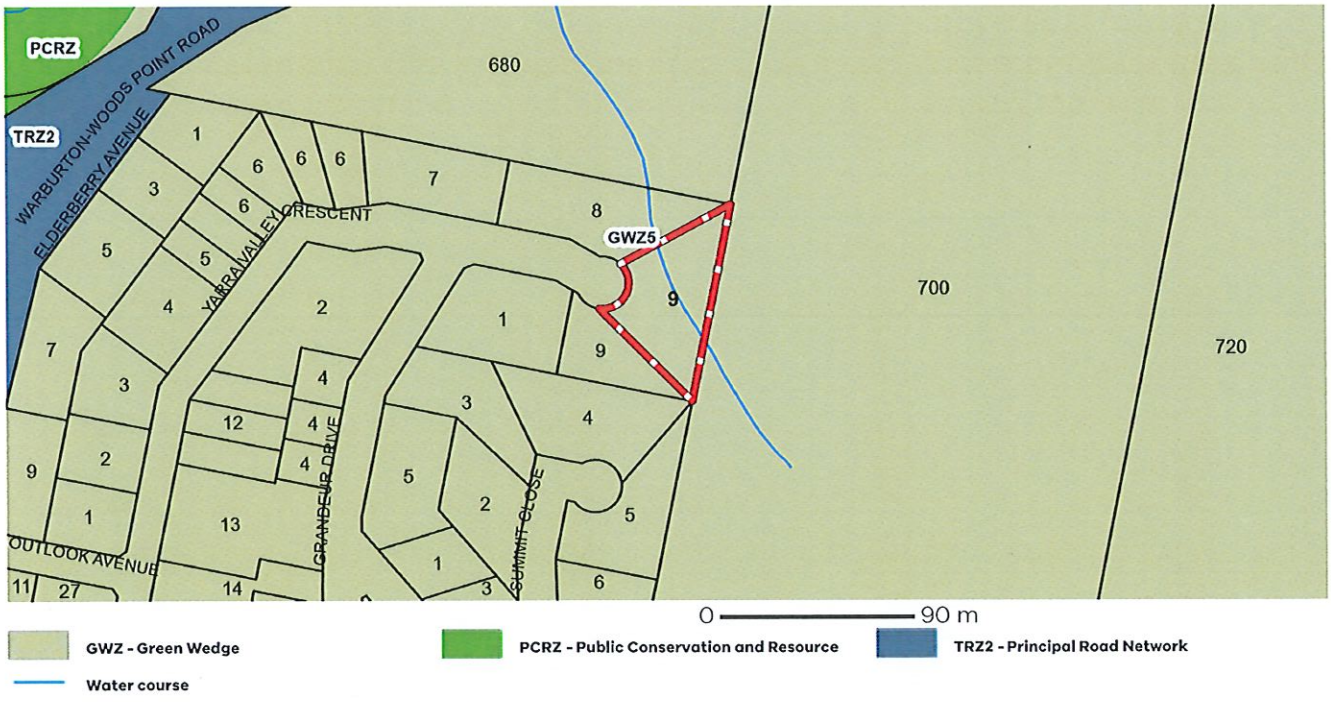
OTHER

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

View location in VicPlan

Planning Zones

GREEN WEDGE ZONE (GWZ)
GREEN WEDGE ZONE - SCHEDULE 5 (GWZ5)



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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

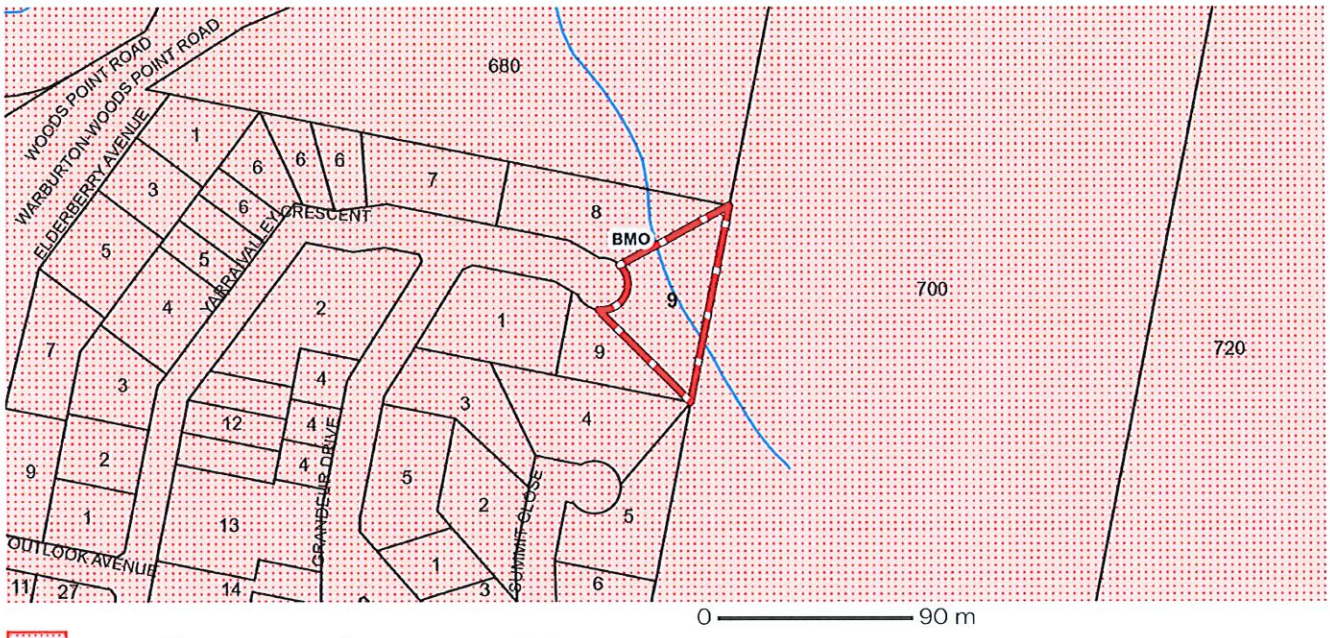
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

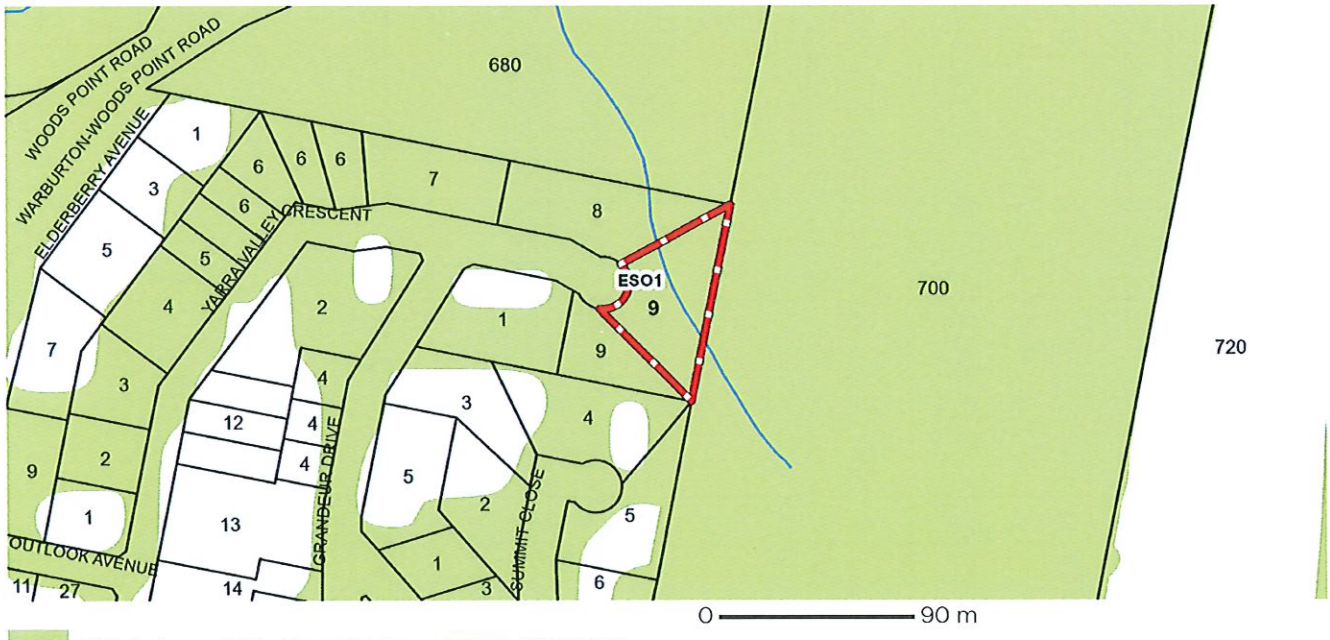


BMO - Bushfire Management Overlay — Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



ESO - Environmental Significance Overlay — Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

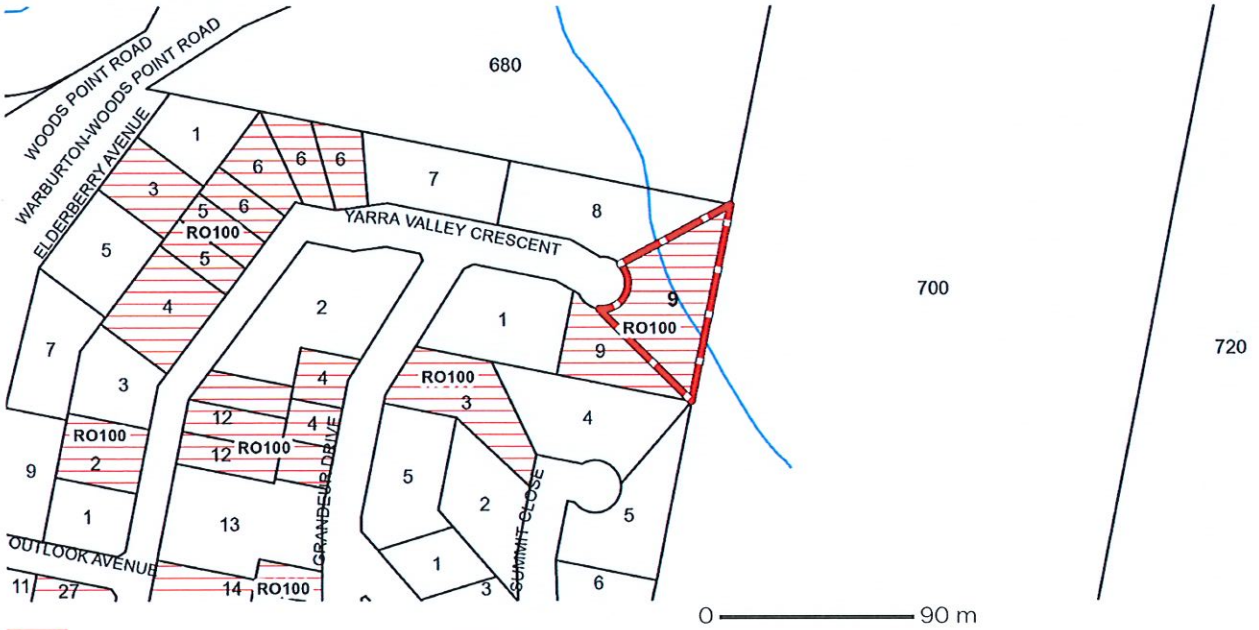
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

RESTRUCTURE OVERLAY (RO)

RESTRUCTURE OVERLAY - SCHEDULE 100 (RO100)

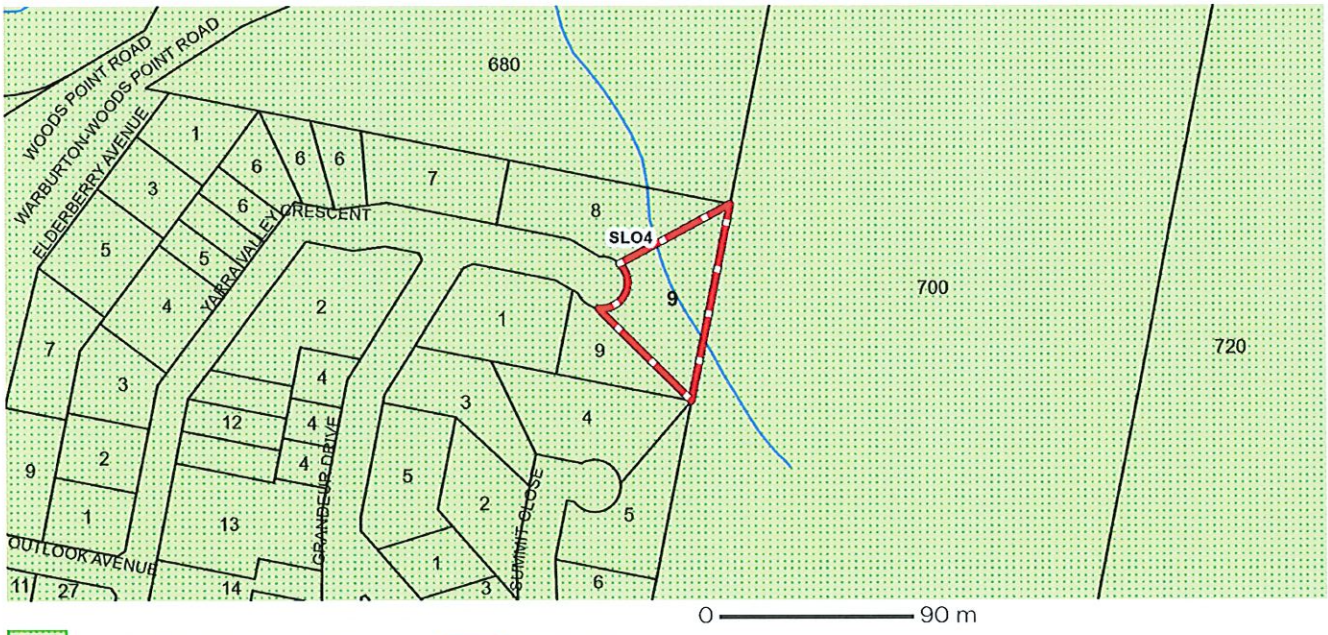


RO - Restructure Overlay Water course

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



SLO - Significant Landscape Overlay Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

EROSION MANAGEMENT OVERLAY (EMO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



EMO - Erosion Management Overlay | LSIO - Land Subject to Inundation Overlay | Water course

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

Further Planning Information

Planning scheme data last updated on 26 June 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.*** It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

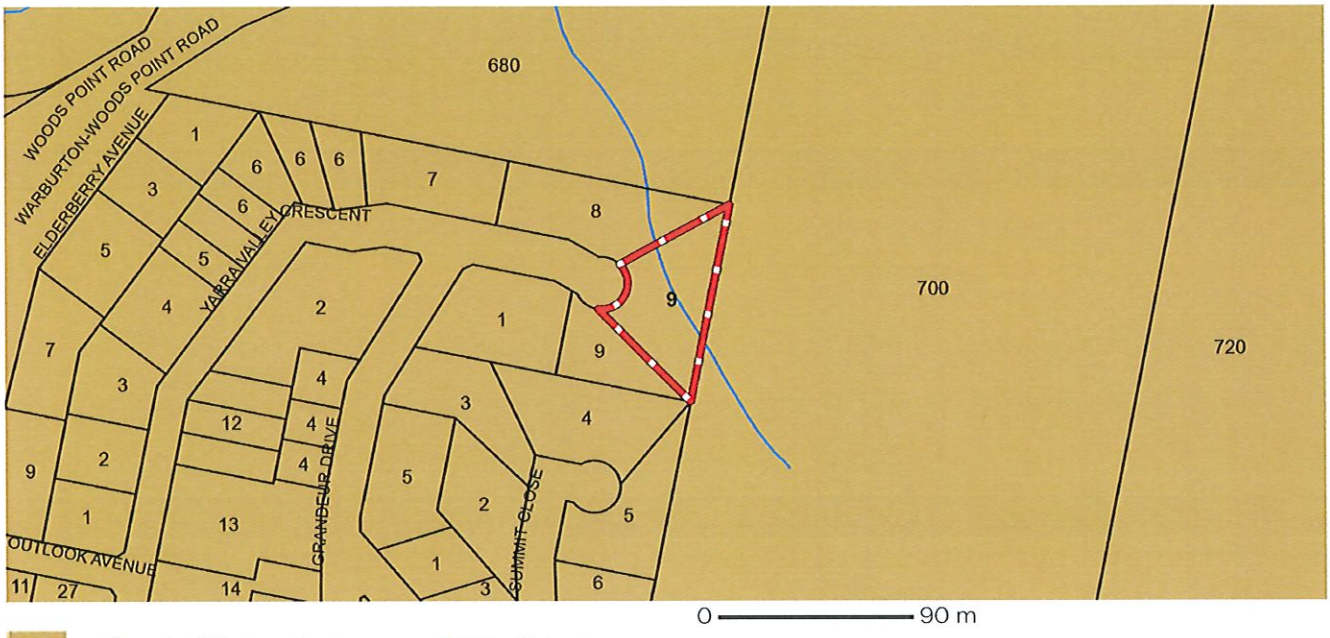
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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
(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.

AMO-682545-1-8-V2:AMO
(04/10/2016)

CONSUMER AFFAIRS VICTORIA

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.

DATED 2024

VINKO SUNIC

VENDOR'S STATEMENT

Property

9 Yarra Valley Crescent, East Warburton

BECK LEGAL
Solicitors
Level 1, 226 Beveridge Street
SWAN HILL VIC 3585

Tel: 03 5032 4809
Fax: 03 5445 3355
Ref: AMO:682545-1

DATED 2024

VINKO SUNIC

to

CONTRACT OF SALE OF REAL ESTATE

Property:

9 Yarra Valley Crescent, East Warburton 3799

Beck Legal
Solicitors
Level 1, 226 Beveridge Street
SWAN HILL VIC 3585

Tel: 03 5032 4809
Fax: 03 5445 3355
Ref: AMO:682545-1