

Contract Of Sale Of Real Estate

Vendor(s): Stefica Palla

Property: 11 Dawson Avenue, Brighton, VIC 3186



**LAW
INSTITUTE
VICTORIA**

LIV MEMBER 2024/25

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 11 Dawson Avenue, Brighton, VIC 3186

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 Form of the **Estate Agents (Contracts) Regulations 2008**; and

Vendor's Statement required by Section 32 (1) of the **Sale of Land**

Act 1962 as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

parties must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER on/... /

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR..... on/... /

Signed by Stefica Palla by being signed by Geraldine Fisher & Darvo Palla pursuant to an Enduring Power of Attorney dated 25 July 2024.

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Colella Property
Of 1/151 Park Rd, Cheltenham VIC 3192

Tel: +61 0409433513

Ref: Lou Colella

Email: lou@colella.com.au

VENDOR

Stefica Palla

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

LawHome Conveyancing
of PO Box 3121, Mentone East, VIC 3194

Tel: +61 0477599945

Ref: 464

Email: tim@lawhome.com.au

PURCHASER

Name

Address

ABN/ACN

Email

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name

Address

Email

Ref Tel

LAND (general condition 3 &9)

The Land is described in the table below

Certificate of Title Reference	Being Lot	On plan
VOLUME 06821 FOLIO 149	Lot 1	Title Plan 234039D

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

11 Dawson Avenue, Brighton, VIC 3186

GOODS SOLD WITH LAND

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

PAYMENT

Price	\$	
Deposit	\$	by..... (of which \$..... has been paid)
Balance	\$	payable at settlement

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

-

If this is a sale of a 'farming business' or '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

Is due on

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.

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

-

TERMS CONTRACTIf 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:**NOT APPLICABLE****LOAN** (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SUBJECT TO BUILDING & PEST (refer to Special Condition 25)

This contract does not include a 'Building and Pest Special Condition' unless this box is ticked:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Contract of sale of real estate — General Conditions

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

Title

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

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.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - a) public rights of way over the land;
 - b) easements over the land;
 - c) lease or other possessory agreement affecting the land;
 - d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32

statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty

on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- a release from the secured party releasing the property from the security interest; or
 - 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
 - a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- that:
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:

- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- 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
 - any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

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

Money

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking

institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- in cash; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

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

13. GST

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

that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

- a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- a) the parties agree that this contract is for the supply of a going concern; and
- b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- b) 'GST' includes penalties and interest.

14. Loan

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

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

- a) immediately applied for the loan; and
- b) did everything reasonably required to obtain approval of the loan; and
- c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- d) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

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

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

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

Transactional

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

- a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

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

17.3 This general condition applies to the service of any demand, notice or document by or on any party,

whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. Loss or damage before settlement

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

25. Breach

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

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

Default

26. Interest

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

27. Default notice

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

27.2 The default notice must:

- a) specify the particulars of the default; and
- b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:
 - i) the default is remedied; and
 - ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

- a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- b) all those amounts are a charge on the land until payment; and
- c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

SPECIAL CONDITIONS

1. Definitions

In these Special Conditions:

Act	Means the <i>Sale of Land Act</i> 1962 (Vic) unless otherwise stated.
Business Day	means any day that is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria, and ends at 5:00 p.m. AEST.
Claim	means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not subject of a court order), Loss, charge, damage, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
Contract	means this contract of sale and includes all enclosures and annexures.
Law	means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice, or proclamation. It also includes the requirements of any municipal or statutory body, as well as any permit, planning scheme, or approval affecting the Land.
Loss	means any liability, charge, Claim, loss, damage, expense or costs including any legal costs on a solicitor/client basis.
Outgoings	means all rates, taxes, assessments, fees, and other outgoings related to the Property, such as levies, fire insurance premiums, Owners Corporation fees (if applicable), insurance premiums, and other expenses. However, it excludes any supplementary rates, taxes, or other assessments applied to the Property after the Settlement Date, which will be the responsibility of the Purchaser..
Property	means the land described in the Land panel of the Particulars of Sale and sold under this Contract. Throughout this Contract, the terms "Land," "Lot," and "Property" are used interchangeably and all denote the same Property sold pursuant to this Contract. "Property" also includes any fencing, sheds, and tanks (if applicable).

2. Interpretation

In this Contract:

- (a) a reference to:
 - (i) any Law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
 - (ii) the singular includes the plural and vice versa;
 - (iii) an individual or person includes a corporation, firm, authority, government authority and vice versa;
 - (iv) a party to this Contract includes that party's executors, administrators, successors and permitted assigns;
 - (v) a condition, annexure or Schedule is a reference to a condition, annexure or Schedule of this Contract; and
 - (vi) any specific time is a reference to a time in the Australian Eastern Standard Time (AEST) zone, unless otherwise provided.
- (b) If the whole of any part or a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- (c) Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- (d) The obligations and benefits established under this Contract are binding on, and shall enure to the benefit of, each party and their respective successors in title, legal personal representatives, and permitted assigns.

- (e) In the interpretation of this Contract, no provision of this Contract will be construed adversely against a party solely on the grounds that the party was responsible for the preparation of this Contract or any part of it.
- (f) If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified date.
- (g) If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, valid, void, voidable or unenforceable.
- (h) If it is not possible to read down a provision as required in Special Condition 20 that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

3. General Conditions

- (a) General Condition 28.3(b) does not apply to this Contract.
- (b) General Condition 12 is amended to include:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) 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.
- (c) General Condition 14.2 is amended to include:

(e) includes in the written notice mentioned in paragraph (c), in addition to a letter from the Purchaser's proposed Lender written/printed on the Lender's letterhead confirming an application for finance for the amount specified in the Particulars of Sale was made by the Purchaser, and subsequently declined, with reasons for declining the loan application provided by the Lender.

4. Acknowledgements

- (a) The Purchaser acknowledges, having received from the Vendor or the Vendor's Agent:
 - (i) the Vendor's Statement signed by the Vendor; and
 - (ii) a copy of this Contract;
 that the Purchaser has read and understood those documents (including all attachments);
- (b) The Purchaser further acknowledges that:
 - (i) No promises regarding the acquisition of a loan to cover some or all of the purchase price under this Contract have been made by or on behalf of any estate agent representing the Vendor;
 - (ii) The Vendor or its agent did not provide any information, representations, comments, opinions, or warranties with the intention or knowledge that the Purchaser would rely on them, and the Purchaser has not relied on any such information, representations, comments, opinions, or warranties. There are no conditions, warranties, or other terms affecting this sale beyond those explicitly stated in this Contract;
 - (iii) Before signing this Contract, the Purchaser has conducted a thorough physical examination and inspection of the Property, including all aspects related to its state of repair, condition, suitability for its intended use, quality, quantity, area, dimensions, location, and title;
 - (iv) Any buildings or other improvements constructed on the Property comply with all applicable laws,

The Purchaser agrees not to make any requisitions or objections, or Claim, nor to refuse or delay settlement and/or payment of the purchase price based on any matters addressed in this Special Condition.

5. Special Conditions to take precedence

The Purchaser and the Vendor agree as follows:

- (a) In the event of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions will take precedence and prevail, except in cases of manifest error.
- (b) If there is an inconsistency between this Special Condition and any other Special Condition, the provisions of the other Special Condition will take precedence and prevail over this Special Condition, except in cases of manifest error.

- (c) The conditions of this Contract shall be interpreted to comply with all applicable State or Federal laws. If any condition, when interpreted literally, violates any such law or is otherwise deemed void or unenforceable, that condition will be read down to the extent necessary to ensure compliance and to give it a reasonable and valid operation. If the condition cannot be adjusted to comply with the law, it will be considered void and severable, and the remaining provisions of this Contract will remain in full force and effect.

6. Electronic Signature

- (a) The Parties agree that this Contract may be signed electronically. Electronic signatures shall be deemed as valid and binding as traditional handwritten signatures.
- (b) For the purposes of this Contract, an electronic signature includes, but is not limited to, signatures affixed using digital signature technology, scanned images of handwritten signatures, or any other method of electronic signing that complies with applicable laws.
- (c) The Parties acknowledge and agree that the use of electronic signatures does not affect the enforceability of this Contract and that the Parties shall not contest the validity or enforceability of this Contract on the grounds that it was executed electronically.
- (d) Each Party agrees to provide any additional documentation or information necessary to confirm the authenticity
- (e) The Parties agree to use secure electronic signature platforms or services that comply with relevant legal and security standards.

7. Identity of Land

- (a) The Purchaser acknowledges that the Land, as offered for sale and inspected by the Purchaser, is identical to the description provided in the title particulars.
- (b) The Purchaser acknowledges that any structures, fences, or similar items are located on or within the boundaries of the Land.
- (c) The Purchaser agrees not to make any requisitions or Claims for compensation regarding any alleged misdescription of the Land, deficiencies in its area or measurements, or to require the Vendor to amend the title or cover any associated costs.

8. Encumbrances

The Purchaser:

- (a) Purchases the Property subject to all applicable laws, including, but not limited to, any requirements of relevant planning schemes;
- (b) Acknowledges that the Property is sold subject to the provisions of the Act; and
- (c) Purchases the Property subject to all easements and encumbrances affecting the Land, including those disclosed in this Contract or in the Vendor's Statement, as well as those created or implied by the Act.

9. Condition of Property, Services and Utilities

The Purchaser acknowledges and agrees that:

- (a) The Purchaser acquires the Property solely based on their own inspections, inquiries, and due diligence regarding the Property, including any building works, fencing, tanks, and sheds (if applicable). The Purchaser does not rely on any representations or warranties made by or on behalf of the Vendor, the Vendor's agents, or representatives. No warranty or representation (express or implied) is given by the Vendor (or anyone acting on the Vendor's behalf) concerning:
 - (i) the nature, condition, quality or state of repair of the Property;
 - (ii) Any defects (latent or patent), dilapidation, or infestation of the Property;
 - (iii) The suitability of the Property for any particular purpose; and
 - (iv) Any permitted uses under law or any potential development of the Property.
- (b) The Land is sold subject to all statutory planning controls, zoning, and planning restrictions imposed by competent authorities. Any restrictions on the use of the Land imposed by town planning Acts, Schemes, or other authorities will not be considered a defect in the Vendor's title or affect the validity of this Contract.

- (c) Any improvements associated with the Land and Property, such as pool and spa fencing, boundary fencing, tanks, and sheds, may be subject to legislative requirements. Non-compliance with these laws will not be deemed a defect in the Vendor's title or affect the validity of this Contract;
- (d) The Purchaser agrees not to make any requisitions, objections, Claims, or refuse or delay payment of the contract price in relation to any matter addressed in Special Condition 9.

10. Purchaser's Warranty

The Purchaser warrants to the Vendor that:

- (a) The Purchaser has full legal capacity and authority to enter into this Contract, exercise its rights, and fulfill its obligations under this Contract;
- (b) The Purchaser's obligations under this Contract are valid, binding, and enforceable in accordance with their terms.

11. Stamp duty – Multiple Purchasers

Proportions of Ownership: If there are multiple Purchasers, it is the Purchasers' sole responsibility to ensure that this Contract accurately specifies the proportions in which they are acquiring the Property as of the date of sale. The proportions should be recorded as follows:

- Name: %
-
- Name: %

- (a) Responsibility for Stamp Duty: Should the proportions stated in the Transfer of Land differ from those recorded in this Contract, the Purchasers shall be responsible for any additional stamp duty that may be assessed as a result of such variation.
- (b) Indemnity: The Purchasers agree to fully indemnify and hold harmless the Vendor, the Vendor's Representatives, or any other representative against any Claims or demands related to additional stamp duty arising from discrepancies between the proportions in the Transfer of Land and those specified in this Contract, or for any other related matters.
- (c) This Special Condition shall not merge on completion of this Contract.

12. Nomination

If this Contract states that the Property is sold to a named Purchaser "and/or nominee" or words to similar effect, The Purchaser has the right to nominate another person or entity to complete the purchase of the Property. To exercise this right, the Purchaser must provide written notice to the Vendor's Solicitor of the intended nominee at least 14 days prior to the settlement date, and:

- (a) any nomination must be in writing;
- (b) The Purchaser must provide the Vendor with the full details of the nominee, including the nominee's name, address, and execute all other documents required by the Vendor's Solicitor or lender with respect to the nomination;
- (c) The nominee must comply with all terms and conditions of this Contract, and the Purchaser remains responsible for ensuring that the nominee adheres to these terms. The Purchaser guarantees that the nominee will fulfill all obligations under this Contract as if the nominee were the original Purchaser;
- (d) The Purchaser and nominee are jointly and severally responsible for any additional costs, including stamp duty and other charges, that may arise due to the nomination. Any variations in costs resulting from the nomination shall be borne by the Purchaser and/or nominee;
- (e) Upon the Vendor's acceptance of the nomination, the nominee and any of its guarantors, shareholders and trustees (as applicable) shall be deemed to be the Purchaser under this Contract, and all references to the Purchaser shall be deemed to include the nominee. The Purchaser remains liable for all obligations under this Contract until the settlement is completed by the nominee. The Nominee is deemed to have accepted title to the Property.

General Condition 18 does not apply to this Contract.

13. Indemnity and Guarantee

If a Purchaser or its Nominee is a corporation (other than a corporation listed on a recognised stock exchange) then each person who signs on behalf of that corporation:

- (a) shall be personally liable for the due performance of that Purchaser's obligations under this Contract to the same extent as if that person had signed as a Purchaser; and
- (b) shall procure the execution by all directors and principal shareholders of that corporation of a Guarantee in the form marked "Annexure B" annexed to this Contract.

The duly executed and stamped Guarantee must be delivered to the Vendor's solicitor within fourteen (14) days from the date of sale. If the Purchaser fails to deliver the Guarantee executed by all required persons within this timeframe, the Purchaser will be deemed to be in default under this Contract. In such an event, the Vendor shall have the right to exercise all remedies available to the Vendor in the event of default under this Contract.

14. FIRB

The Purchaser warrants that one of the following applies:

- (a) the Purchaser:
 - (i) Is not required to notify the Foreign Investment Review Board (FIRB) or any other relevant authority of this Contract or the purchase of the Property; and
 - (ii) Does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) The Purchaser has obtained all necessary consents or approvals from FIRB and any other relevant authority for the purchase of the Property on the terms set out in this Contract;
- (c) If this warranty proves to be untrue in any respect, the Purchaser indemnifies and holds the Vendor harmless from any loss (including consequential loss) that the Vendor incurs as a result of relying on this warranty when entering into this Contract;
- (d) If this Contract is terminated due to the Purchaser's breach of this Special Condition or Special Condition 14(b), the Purchaser forfeits the deposit to the Vendor, who shall retain it as its absolute property.

15. Outgoings

The parties agree that all periodic outgoings payable by the Vendor for the Property, including but not limited to rates, must be apportioned between the parties on the settlement date. Any necessary adjustments will be made and payments received as appropriate

The Purchaser must prepare and deliver a Statement of Adjustments for the outgoings, along with current certificates from the relevant authorities supporting the proposed adjustments, to the Vendor's Representative no later than five (5) Business Days before the Settlement due date. Failure to provide the Statement of Adjustments and supporting certificates within this timeframe will be considered a default, and the Purchaser will be liable to pay a penalty of \$130 plus GST by way of adjustment. The supporting certificates must remain current and be dated within 90 days prior to the Settlement date. If the Purchaser does not provide the required certificates, the Purchaser authorizes the Vendor's Solicitor to obtain them at the Purchaser's expense.

If Settlement does not occur on the date set out in the adjustments, the Purchaser must readjust and resubmit the Statement of Adjustments to the Vendor's Representatives with any necessary changes. The Vendor is not obligated to settle until 2 Business Days after the Purchaser provides the Statement of Adjustments and supporting certificates.

The apportionment of periodic outgoings, rent, and any other applicable amounts will be based on the following:

- (a) The Vendor is responsible for the periodic outgoings and entitled to rent and other income up to and including the day of settlement;
- (b) The Purchaser is responsible for the periodic outgoings and entitled to rent and other income from the day after settlement;
- (c) Any personal statutory benefits available to the Purchaser are disregarded in the calculation of apportionment;
- (d) All outgoings for the Property will be adjusted between the Vendor and Purchaser based on the assumption that they have been or will be paid by the Vendor.
- (e) General Condition 15.2(b) does not apply to this Contract.

16. Default Expenses

- (a) If the Purchaser defaults on any of their obligations under this Contract, they must pay, in addition to any other amounts owed to the Vendor, all legal costs incurred by the Vendor on a solicitor-client basis as a result of such default.
- (b) The Purchaser acknowledges that the Vendor's losses resulting from the Purchaser's breach may include, but are not limited to,
 - (i) Interest payable by the Vendor on loans secured against the Property from the date the balance is due under this Contract until the balance is paid;
 - (ii) Interest on any bridging finance (if required) obtained by the Vendor for the same period to cover the Vendor's intended use of the sale proceeds, as well as the costs associated with that bridging finance;
 - (iii) Accommodation costs and the cost of storing the Vendor's belongings if the Vendor normally resides on the Property;
 - (iv) Legal costs and expenses incurred by the Vendor and their representatives as a result of the breach or default;
 - (v) A fee of \$140.00 (including GST) for each instance that settlement is rescheduled, and
 - (vi) Any penalties or penalty interest incurred by the Vendor due to delays in completing any purchase caused by the default.

The Purchaser agrees that such losses are reasonably foreseeable and directly result from the Purchaser's default or breach.

- (d) If the Purchaser fails to pay any amount by the due date, they will be required to pay interest on the outstanding amount at a rate 4% higher than the rate specified in section 2 of the Penalty Interest Rate Act 1993 (VIC).
- (e) General Conditions 25, 26 do not apply to this Contract.

17. Whole Agreement

This Contract represents the complete and exclusive agreement between the parties concerning the sale of the Property. It supersedes all prior discussions, negotiations, and agreements, whether written or oral, related to the subject matter of this Contract. The parties agree that no additional terms, covenants, or conditions shall be implied into this Contract, nor will any such terms arise from any collateral or other agreements. This includes any promises, representations, or warranties made by either party or their representatives before the signing of this Contract. Any statements, promises, or representations made by either party or their agents or representatives before the execution of this Contract are not considered part of this agreement and are expressly excluded.

18. Notices

- (a) Notices and/or documents under this Contract may be served or delivered to any party through their respective solicitor or conveyancer and must be:
 - (i) In writing;
 - (ii) Transmitted by email;
 - (iii) Hand-delivered to the respective solicitor or conveyance;
 - (iv) Express posted to the solicitor or conveyancer's registered place of practice or to the address specified in the Particulars of Sale; or
 - (v) Delivered in any manner authorised by law or by the Supreme Court for serving documents, including methods permitted for service on or by a legal practitioner.
- (b) Receipt of Notices

Notices given in accordance with this Special Condition will be deemed received as follows:

 - (i) If posted, on the 3rd Business Day after posting, unless proven otherwise;

- (ii) If transmitted by email, on transmission, unless the transmission occurs after 5:00 p.m. on a Business Day or on a non-Business Day, in which case receipt will be deemed to occur at 9:00 a.m. on the next Business Day.
- (iii) If hand-delivered, at the time of delivery.

19. Vendor's Successors in Title

If the Vendor dies before the settlement date of this Contract, the settlement date will be postponed until 10 Business Days after either the Grant of Probate or Letters of Administration is issued by the relevant court, or a Survivorship Application is lodged and completed. The death of the Vendor before settlement will not be considered a default under this Contract. The Purchaser agrees not to make any requisitions, objections, Claims, or refuse or delay settlement and/or payment of the purchase price due to any issues related to this Special Condition.

20. Auction Provisions

If the Property is offered for sale by public auction, it is subject to the Vendor's reserve price. The Rules for the conduct of the auction will be as set out in Schedule 1 of the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules. Refer to Schedule 1.

21. Foreign Resident Capital Gains Withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the Vendors is a foreign resident, the Property 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 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)*.
- 15A.9 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

22. GST Withholding

[Note: This Special Condition only applies if the Property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the Purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the Vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the Vendor's entitlement to the contract *consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the Purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 7 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the Purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 3 Business Days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The Vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the Vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the Vendor to the Purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non- payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the Vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the Purchaser's reasonable belief that the Property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The Vendor is responsible for any penalties or interest payable to the Commissioner on account of non- payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

23. Deposit Bond / Bank Guarantee

The parties agree that payment of the deposit made via deposit bonds or bank guarantees are not acceptable forms of deposit payment and will be considered a default by the Purchaser(s).

24. Christmas Closure Period

- (a) If Settlement has not been completed by 20 December of any given calendar year, both parties agree that the Settlement date will automatically be extended to the first Business Day on or after 06 January of the following calendar year.
- (b) Neither party may issue a Default Notice between 20 December and 06 January of the following calendar year, nor can either party make requisitions or Claims related to any matter addressed in this Special Condition 24. However, if the Purchaser is in default as at 20 December, the Vendor retains the right to issue a default notice. If settlement is delayed due to a Purchaser default, and such default causes settlement to occur on or after 2 January in the following calendar year, land tax (if any) will be payable in full by the Purchaser.

25. Sale Subject to Building and Pest Inspection

25.1 Building Inspection

The Purchaser may end this Contract within seven days of the Purchaser signing this Contract, but only if:

- (a) the Purchaser obtains a written building inspection report from a registered building practitioner which identifies a defect within a structure on the land and such defect is designated by the report as being a major structural defect; and
- (b) the Purchaser must give written notice to the Vendors Solicitor of their intention to terminate the Contract within seven days of the Purchaser signing this Contract; and
- (c) the Purchaser must provide a complete copy of the written building inspection report to the Vendors Solicitor within seven days of the Purchaser signing this Contract.

25.2 Pest Inspection

The Purchaser may end this Contract within seven days of the Purchaser signing this Contract, but only if:

- (a) the Purchaser obtains a written pest inspection report from a licensed pest control operator which identifies current or recent termite activity; and
- (b) the Purchaser must give written notice to the Vendors Solicitor of their intention to terminate the Contract within seven days of the Purchaser signing this Contract; and
- (c) the Purchaser must provide a complete copy of the pest inspection report to the Vendors Solicitor within seven days of the Purchaser signing this Contract.

- 25.3 Special Condition 25 only applies to this Contract if the relevant box is ticked in the Particulars of Sale. Special Condition 25 does not apply if the Purchaser is in default. Special Condition 25 does not apply if the property is sold at auction or under auction conditions.

Auction Rules SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules Sch. 5

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than:
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;

- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.
- Substantial penalties apply to any person who does any of the things in this list.

Who made the bid? Sch. 5

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria.

Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

ANNEXURE B – GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and by each Director of the purchaser (if the purchaser is a Corporation):

I/We,
of
and
of

(hereinafter called the “Guarantors”) IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished by:-

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

Schedule

Vendor: As Detailed Above
Purchaser: As Detailed Above
Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this day of

Signed Sealed and Delivered

by
in the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by
in the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Vendor statement

Vendor(s): Stefica Palla

Property: 11 Dawson Avenue, Brighton, VIC 3186

Vendor Statement

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:

Stefica Palla

Name of Vendor(s)



Davor Palla

20/6/2025.

Signed by: Davor Palla
Date & Time: 21 Jun, 2025 13:12:56 AEST

Signed by Stefica Palla by being signed by Geraldine Josephine Fisher & Darvo Palla pursuant to an Enduring Power of Attorney dated 04 May 2024.

25 JULY

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

Date of acknowledgement: / /

Name of Purchaser(s)

Signature(s) of Purchaser(s)

1. Section 32A - Financial Matters

1.1 Particulars of any rates, taxes, charges or other similar **outgoing** affecting the land and any interest payable on them:

☒ Are contained in the attached certificate(s).

1.2 Particulars of any **mortgage** (whether registered or unregistered) over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits:

☒ None to the Vendors knowledge

☐ As attached

1.3 Particulars of any **charge** (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:

☒ None to the Vendors knowledge

☐ As attached

1.4 This section only applies to a **terms contract** where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

☒ Not applicable

1.5 Land subject to Tax Reform scheme

(a) Is the land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 **No**

(b) The AVPCC* most recently allocated to the land is: **110**

*AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the Commercial and Industrial Property Tax Reform Act 2024.

2. Section 32B - Insurance Details

2.1 This section only applies if the contract for the sale does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

☒ Not applicable

2.2 **Owner Builder:** If there is a residence on the land which was constructed within the preceding 6 years and 6 months and section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to that residence.

☒ Not applicable

☐ Refer to attached Owner Builder Defects Report

☐ Refer to attached insurance covering non-structural defects for two years and other defects for six years (if applicable)

3. Section 32C - Matters Relating to Land Use

3.1 Easement / Covenant / Similar Restrictions

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

☐ Not applicable

☒ Are contained in the attached certificate(s).

3.2 Particulars of any existing failure to comply with the terms of that easement, covenant or restriction;

☒ None to the Vendors knowledge

☐ Are as below:

3.3 The land is:

☒ Not in a designated bushfire prone area

☐ in a designated bushfire prone area under section 192A of the Building Act 1993

3.4 There is:

☒ is access to the property by road

☐ is no access to the property by road

3.5 In the case of land to which a **planning scheme** applies, the name of the planning scheme; the name of the responsible authority; the zoning of the land; the name of any planning overlay affecting the land.

☒ Refer to the attached certificate(s).

☐ Not applicable

4. Section 32D – Notices affecting the Land

4.1 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;

☒ None to the Vendors knowledge

☐ Are annexed to the Vendor Statement

4.2 Whether there are any **notices, property management plans, reports or orders** in respect of the land issued by a government department or public authority in relation to:

4.2.1 Livestock disease:

☒ None to the Vendors knowledge

☐ As annexed to the Vendor Statement

4.2.2 Contamination by agricultural chemicals:

☒ None to the Vendors knowledge

☐ As annexed to the Vendor Statement

4.2.3 intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986

☒ None to the Vendors knowledge

☐ As annexed to the Vendor Statement

5. Section 32E - Building Permits

5.1 If there is a residence on the land, particulars of any **building permit** issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land:

☒ Not applicable

☐ Are contained in the attached certificate(s); or

☐ Refer to Building Permit, Certificate of Occupancy / Certificate of Final Inspection as annexed to the Vendors Statement

6. Section 32F - Owners Corporation

6.1 If the land is affected by an **owners corporation** within the meaning of the Owners Corporations Act 2006

☒ Not applicable

☐ The owners corporation is inactive

☐ Refer to attached information as required by section 151(4)(a) of the Owners Corporation Act 2006

☐ Refer to attached attach owners corporation certificate issued in respect of the land under section 151 of the Owners Corporation Act 2006

7. Section 32G - Growth Areas Infrastructure Contribution ("GAIC")

☒ None to the Vendors knowledge

☐ Refer to the attached certificate(s).

8. Section 32H - Services Connected

8.1 The following **services** are NOT connected to the land if the box is marked with an ☒

☐ Electricity

☐ Gas

☐ Water

☐ Sewerage

☐ Telephone

9. Section 32I – Evidence of Title

9.1 The following are attached:

☒ Register Search Statement

☒ Diagram location (Copy of Plan)

10. GST Withholding Notice

10.1 The vendor gives written notice in accordance with section 14-255(1) of schedule 1 of the Taxation Administration Act 1953 (Cth) as follows:

☒ The purchaser is **not required** to make a withholding payment in relation to the supply of the property under section 14-250 schedule 1 of the Taxation Administration Act 1953 (Cth).

☐ The purchaser **is required** to make a withholding payment in relation to the supply of the property under section 14-250 schedule 1 of the Taxation Administration Act 1953 (Cth).

- Vendors Name:
- the supplier's ABN:
- the amount to be withheld at settlement:
- the GST-inclusive market value of any non-monetary consideration provided by the purchaser (if applicable):

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 06821 FOLIO 149

Security no : 124125334113W
Produced 14/06/2025 11:41 AM

LAND DESCRIPTION

Lot 1 on Title Plan 234039D.
PARENT TITLE Volume 03681 Folio 010
Created by instrument 1972938 29/10/1945

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STEFICA PALLA of 11 DAWSON AVENUE BRIGHTON VIC 3186
AK411787E 20/06/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 0710104

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP234039D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

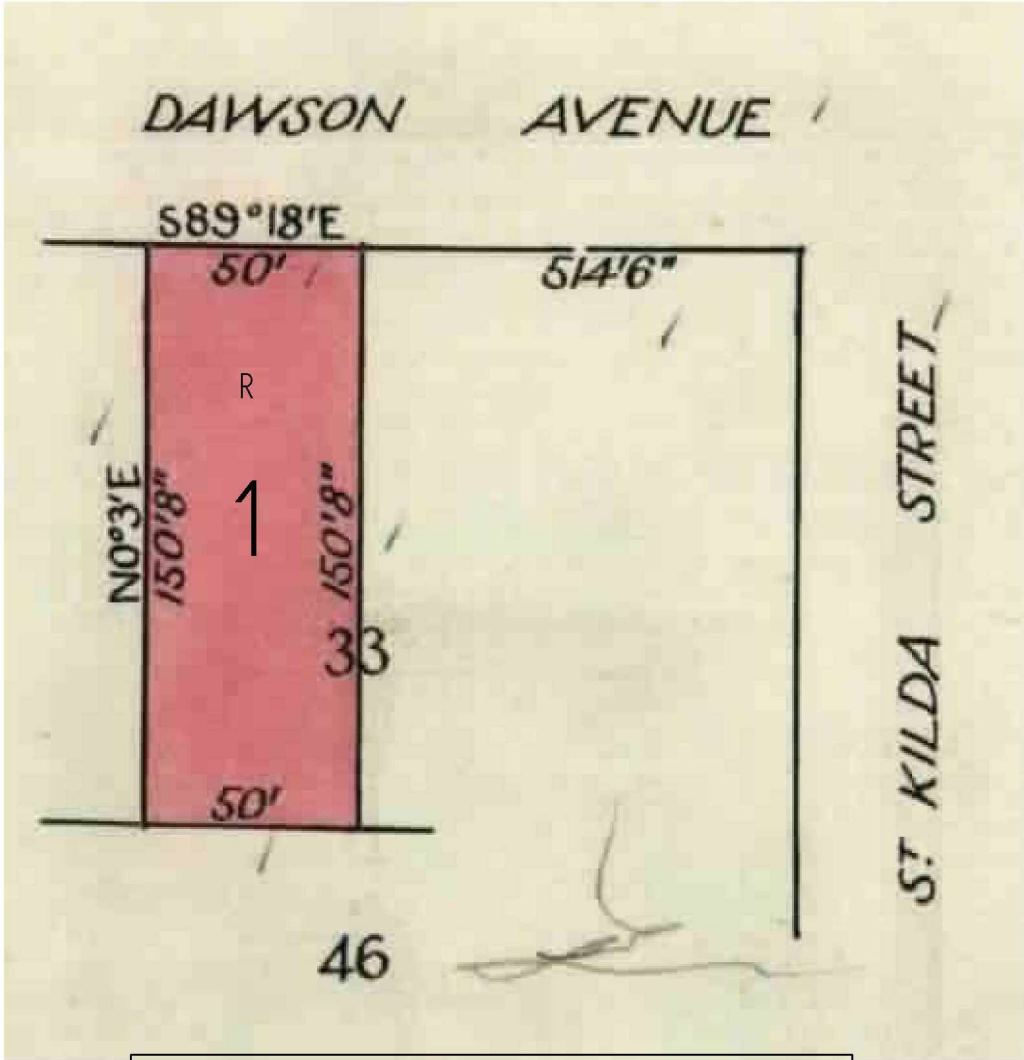
-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 11 DAWSON AVENUE BRIGHTON VIC 3186

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

TITLE PLAN		EDITION 1	TP 234039D						
Location of Land Parish: AT ELWOOD PARISH OF PRAHRAN Township: Section: Crown Allotment: 7 (PT) Crown Portion: Last Plan Reference: LP5607 Derived From: VOL 6821 FOL 149 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information <i>All that piece of Land, delineated and coloured</i> red on the map in the margin being part of Lot 33 on Plan of Subdivision No.5607-- lodged in the Office of Titles and being part of Crown Allotment Seven at Elwood-- Parish of Prahran County of Bourke - Together with a right of carriage way over Dawson Avenue coloured brown on the said Plan of Subdivision- - - - -		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 01/12/1999 VERIFIED: CL							
		COLOUR CODE R = RED							
<table><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = LOT 33 (PT) ON LP5607</td></tr></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 33 (PT) ON LP5607	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = LOT 33 (PT) ON LP5607									
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets							

710104

nor erect nor permit nor allow to be erected any hoarding
for advertising purposes on the said land and this covenant
shall be noted on and appear on every future Certificate of
Title for such land or any part or parts thereof as an
encumbrance affecting the same.

Dated the *Twist* day of *April* 1913.

SIGNED by the said William Forbes)

Dawson in the presence of -)

Specie & Smith
Clerk to *Spadens Smith & Mitchell*
Solicitors Melbourne

Wm Dawson

SIGNED by the said Walter Richard)

Brooks in the presence of -)

Specie & Smith

W R Brooks

SIGNED by the said Cornelius)

Lionel Fontaine in the presence of -)

Specie & Smith

C. L. Fontaine

Encumbrances

THE SPECIAL RAILWAY CONDITION (if any) contained
in the Crown Grant.



0710104-1-5



6

Haden Smith & Fitchett

TRANSFER

MR. W. F. DAWSON
(By direction Mr. W. R. Brooks)
TO
MR. C. L. FONTAINE

DATED 1st April 1913

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	NAMES OF THE PARTIES THERETO	NUMBER OR SYMBOL THEREON
Transfer as to part and location of Leasehold	THE 1 st DAY OF April 1913 AT 11.24 O'CLOCK IN THE fore NOON.	William Forbes Dawson - to - Cornelius Lionel Fontaine	710104

gwt

H. Byrne

ASSISTANT REGISTRAR OF TITLES.

I Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 3184 FOL 636677.

H. Byrne

ASSISTANT REGISTRAR OF TITLES



D710104-2-1



76 Royal Avenue
PO Box 27
SANDRINGHAM VIC 3191
enquiries@bayside.vic.gov.au
Telephone 03 9599 4347
Order online at:
bayside.vic.gov.au/rates

Assessment/Reference Number – 4079

Please quote this number when requiring information in regard to this certificate.

Certificate Number: 20255170

See BPAY payment details on next page

Your Reference: 77096703-012-8

19/06/2025

Please telephone Revenue Services on
9599 4347 to update this certificate

PLEASE NOTE – AN UPDATE OF THIS CERTIFICATE MAY BE OBTAINED VERBALLY
WITHIN 3 CALENDAR MONTHS FROM THE DATE OF THE CERTIFICATE AND
INFORMATION WILL BE ON A “WITHOUT PREJUDICE” BASIS.

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

LAND INFORMATION CERTIFICATE

This certificate provides information regarding valuation, rates, charges and other moneys owing under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a Local Law of the Council and is for the financial year ending 30 June 2025.

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 Council or the relevant authority. A fee may be charged for such information.

Property Location:	11 Dawson Avenue BRIGHTON VIC 3186
AVPCC:	118
Title:	LOT: 1 TP: 234039D
Capital Improved Value:	\$4,650,000.00
Site Value:	\$4,650,000.00
Net Annual Value:	\$232,500.00
Operative Valuation Date for Rating:	01/07/2024
Level of Value Date:	01/01/2024

1. OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT:

There are no moneys owed for works under the Local Government Act 1958

There is no potential liability for rates under the Cultural and Recreational Land Act 1963 unless stated in “Other Information”

There is no potential liability for land to become rateable under Section 173 or 174A of the Local Government Act 1989 unless stated in “Other Information”

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 of the Local Government Act 1958

There are no moneys owed under Section 119 of the Local Government Act 2020 other than those shown on Part 4 of this Certificate (Rates Charges and Other Moneys)

2. SPECIAL NOTES:

In accordance with section 175 (1) of the Local Government Act 1989, a person who becomes the owner of rateable land must pay

(a) any rate or charge on the land which is current; and

(b) any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable.

3. ASSESSMENT NO. 4079 OTHER INFORMATION:

4. RATES CHARGES AND OTHER MONEYS:

Due and payable in full by 15 February 2025

Rate Description	Date Levied	Levied Amount
Residential Rate	01/07/2024	\$4,792.94
140L Waste Service Residential	01/07/2024	\$404.45
Municipal Charge Residential	01/07/2024	\$173.46
Resid.Fire Services Property Levy	01/07/2024	\$404.55
Resid.Fire Services Levy Fixed	01/07/2024	\$132.00

Arrears/Credit of Rates & Charges to 30/06/2024:	\$0.00
Interest from 01/07/2024, and/or account rounding:	\$0.01
Other Moneys:	\$0.00
Discount Allowed:	\$0.00
Less Pension Pensioner Remission (Including Rates & Fire Services Levy):	\$0.00
Less Payments/Adjustments:	-\$5,907.41
Debtors Total:	\$0.00
Rates and Charges Total:	\$0.00
Total Due:	\$0.00

NOTE: INTEREST WILL BE CHARGED ON OUTSTANDING AMOUNTS, EXCEPT FOR ANY AMOUNTS SHOWN AS "OTHER MONEYS", AFTER 15 FEBRUARY, 2025 OR AFTER THE DUE DATE OF AN INSTALMENT

Assessment Number: 4079

Certificate Number: 20255170

Completed Notice of Acquisitions should be submitted to enquiries@bayside.vic.gov.au.

Failure to lodge a completed Notice of Acquisition within one month of settlement is an offence. Penalty: 10 penalty units.

Settlement payments for this property can be made to:



Biller Code 275297

Reference 4079

(Please do not use these payment details for any other payments)

I hereby certify that as at the date of this certificate, the information given is a correct disclosure of the rates and other moneys and interest payable to the Municipality of the BAYSIDE CITY COUNCIL pursuant to the Local Government Acts, Local Law or By-Law.

Received the sum of \$29.70 being the fee for this certificate.

CERTIFICATE PREPARED BY

AUTHORISED OFFICER

LawHome Pty Ltd
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 33 11 DAWSON AVENUE
BRIGHTON 3186
33 LP 5607

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
20B//04589/8	LANDATA CER 77096703-023-4	14 JUNE 2025	49555066

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$22.32
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		\$173.47

Payments \$173.47

TOTAL UNPAID BALANCE \$0.00

- The meter at the property was last read on 29/04/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:
 - Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
 - Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

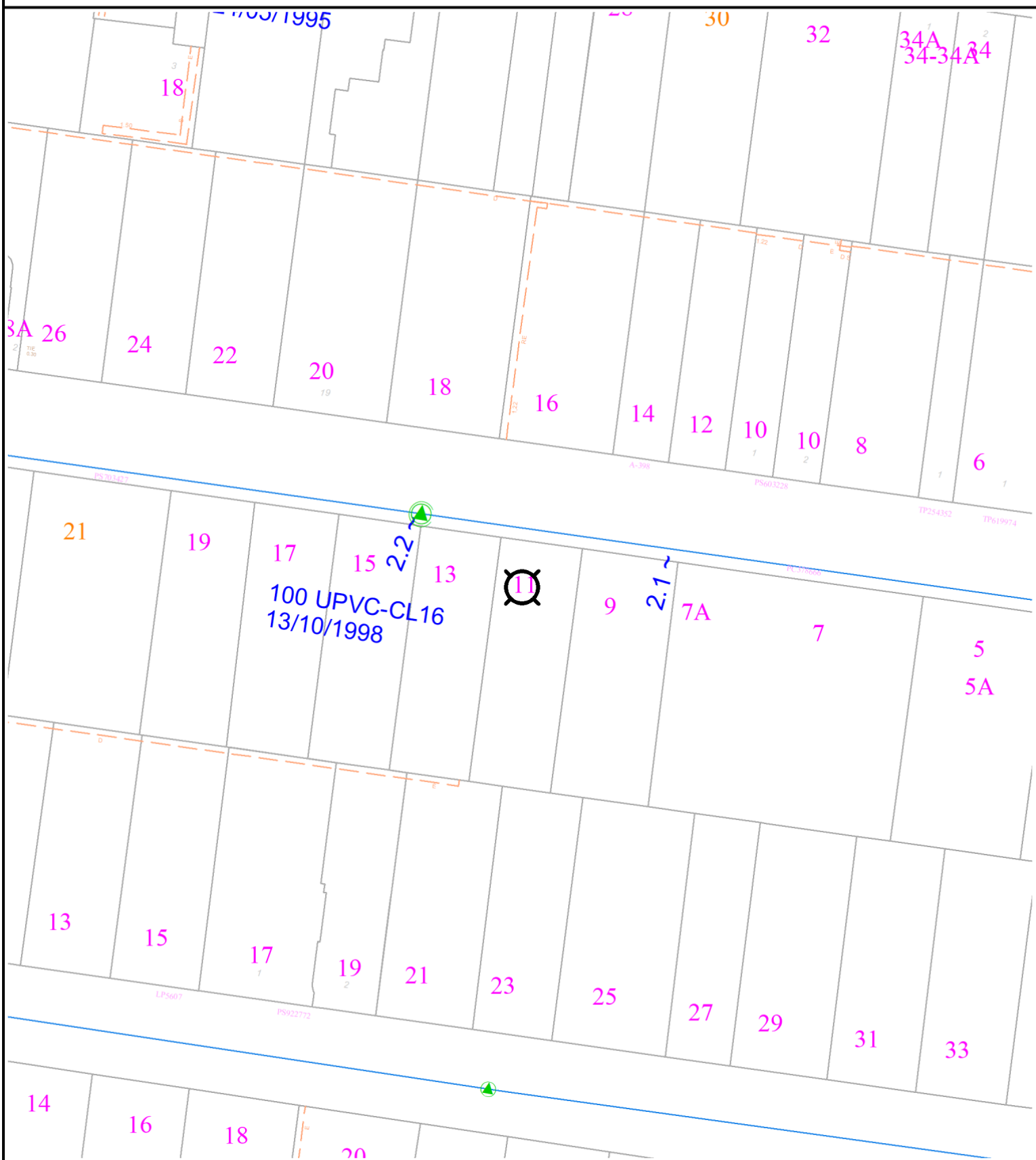
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Property: Lot 33 11 DAWSON AVENUE BRIGHTON 3186




Case Number: 49555066

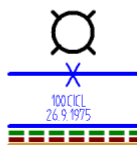
Date: 14JUNE2025







WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

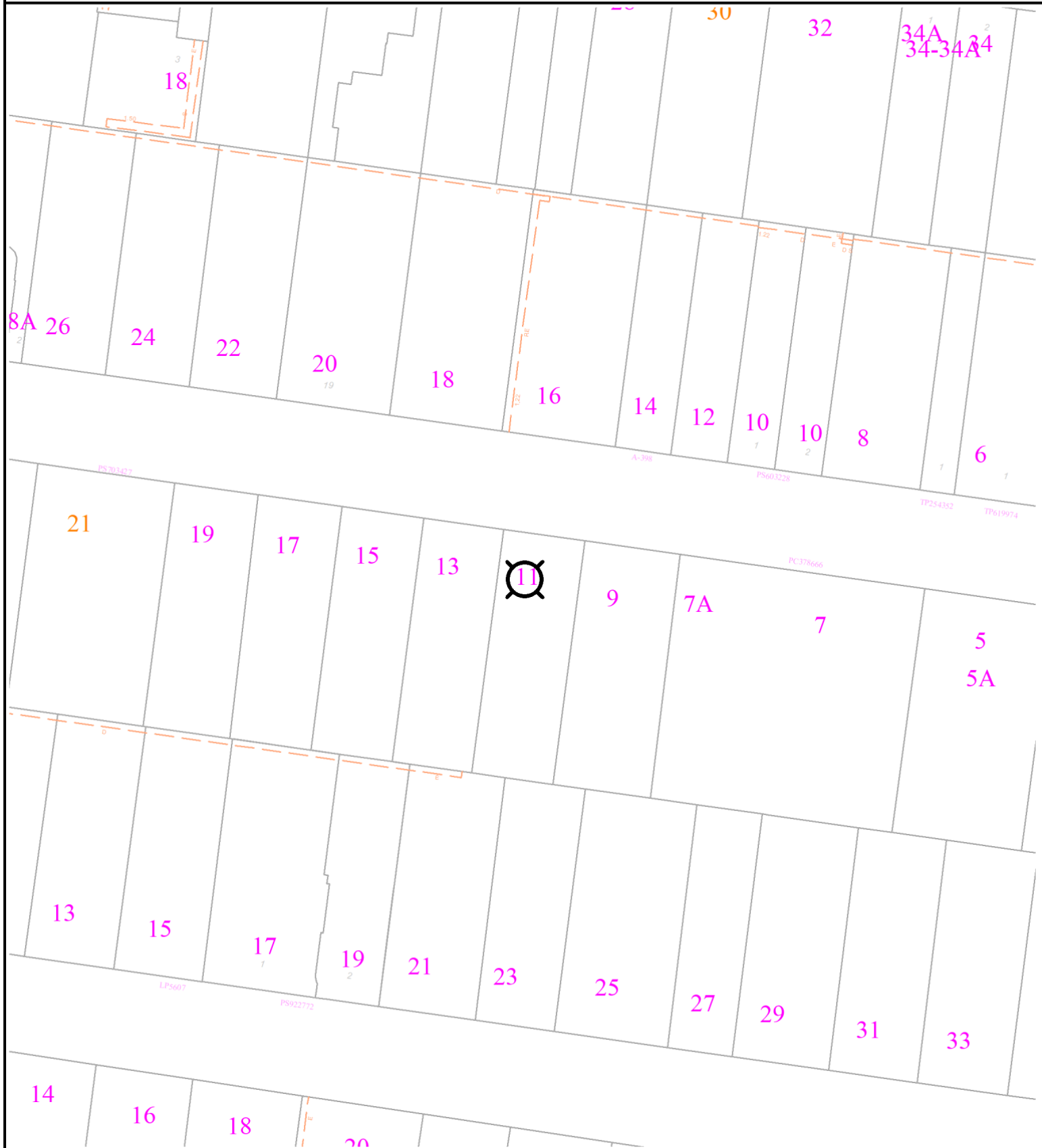
LEGEND

-  Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary

Property Clearance Certificate

Land Tax



LAWHOME PTY LTD

Your Reference: LD:77096703-009-8.KTA-464

Certificate No: 91777113

Issue Date: 14 JUN 2025

Enquiries: ESYSPROD

Land Address: 11 DAWSON AVENUE BRIGHTON VIC 3186

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9897901	1	234039	6821	149	\$0.00

Vendor: STEFICA PALLA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS STEFICA PALLA	2025	\$4,650,000	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$4,650,000

SITE VALUE (SV): \$4,650,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00



Notes to Certificate - Land Tax

Certificate No: 91777113

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$75,375.00

Taxable Value = \$4,650,000

Calculated as \$31,650 plus (\$4,650,000 - \$3,000,000) multiplied by 2.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$46,500.00

Taxable Value = \$4,650,000

Calculated as \$4,650,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91777113

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91777113

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



LAWHOME PTY LTD

Your Reference: LD:77096703-009-8.KTA-464

Certificate No: 91777113

Issue Date: 14 JUN 2025

Enquires: ESYSPROD

Land Address: 11 DAWSON AVENUE BRIGHTON VIC 3186

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9897901	1	234039	6821	149	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
118	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$4,650,000
SITE VALUE:	\$4,650,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91777113

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



LAWHOME PTY LTD

Your Reference:	LD:77096703-009-8.KTA-464
Certificate No:	91777113
Issue Date:	14 JUN 2025

Land Address:		11 DAWSON AVENUE BRIGHTON VIC 3186			
Lot	Plan	Volume	Folio		
1	234039	6821	149		
Vendor:	STEFICA PALLA				
Purchaser:	FOR INFORMATION PURPOSES				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91777113

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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


Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 91777110</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 91777110</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PROPERTY REPORT

From www.land.vic.gov.au at 19 June 2025 12:44 PM

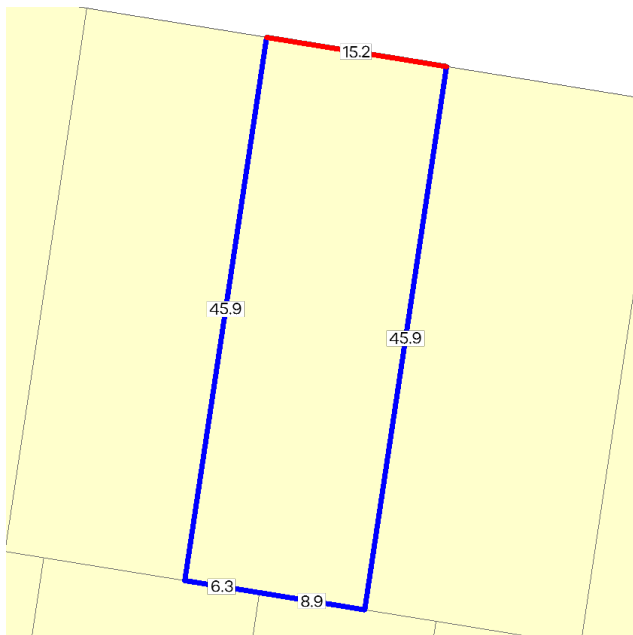
PROPERTY DETAILS

Address: **11 DAWSON AVENUE BRIGHTON 3186**
Lot and Plan Number: **Lot 1 TP234039**
Standard Parcel Identifier (SPI): **1\TP234039**
Local Government Area (Council): **BAYSIDE**
Council Property Number: **4079**
Directory Reference: **Melway 67 C5**

www.bayside.vic.gov.au

SITE DIMENSIONS

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



Area: 699 sq. m

Perimeter: 122 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.

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **BRIGHTON**

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](#)

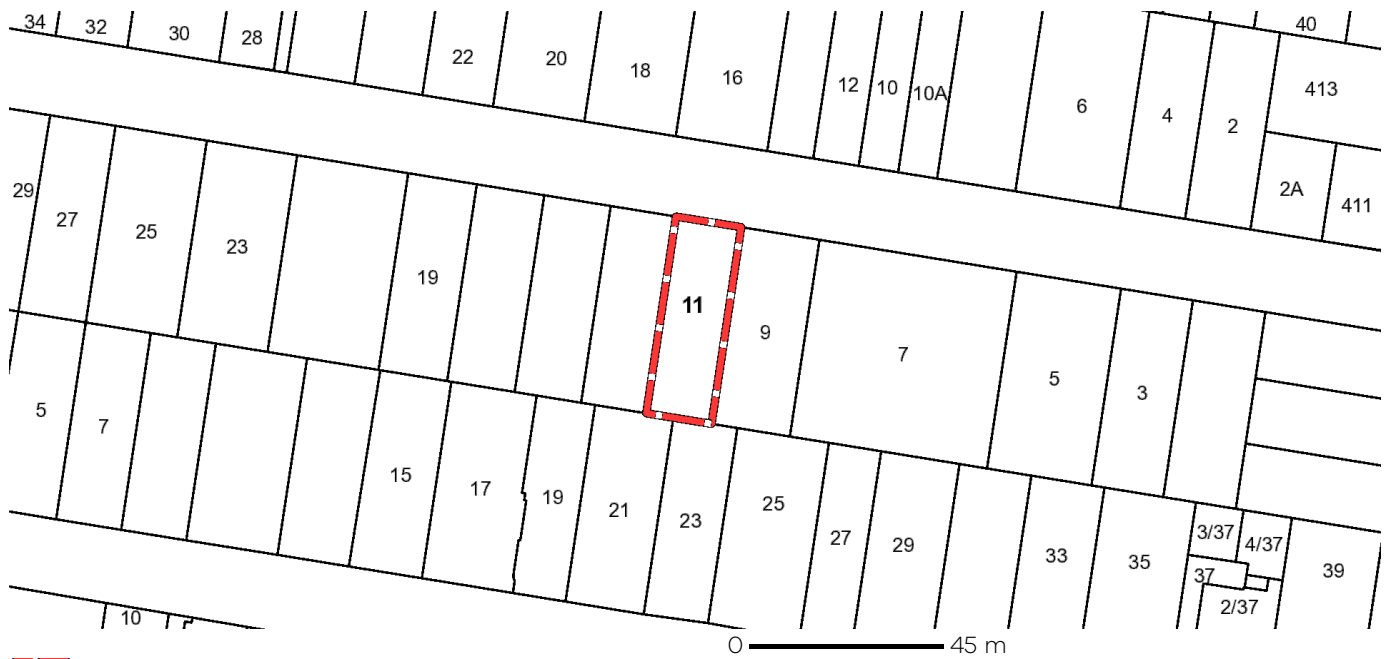
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 19 June 2025 12:44 PM

PROPERTY DETAILS

Address: **11 DAWSON AVENUE BRIGHTON 3186**
Lot and Plan Number: **Lot 1 TP234039**
Standard Parcel Identifier (SPI): **1\TP234039**
Local Government Area (Council): **BAYSIDE**
Council Property Number: **4079**
Planning Scheme: **Bayside**
Directory Reference: **Melway 67 C5**

www.bayside.vic.gov.au

[Planning Scheme - Bayside](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **BRIGHTON**

OTHER

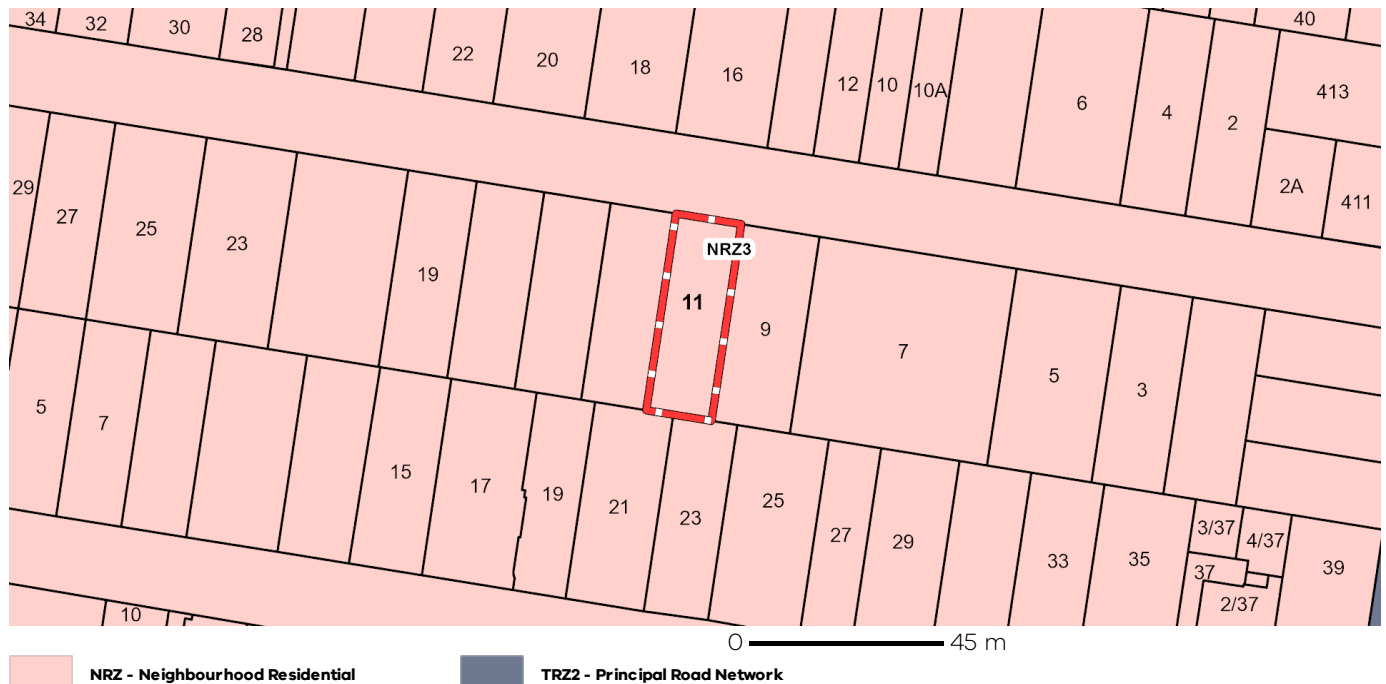
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



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

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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: 11 DAWSON AVENUE BRIGHTON 3186

Page 1 of 4

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

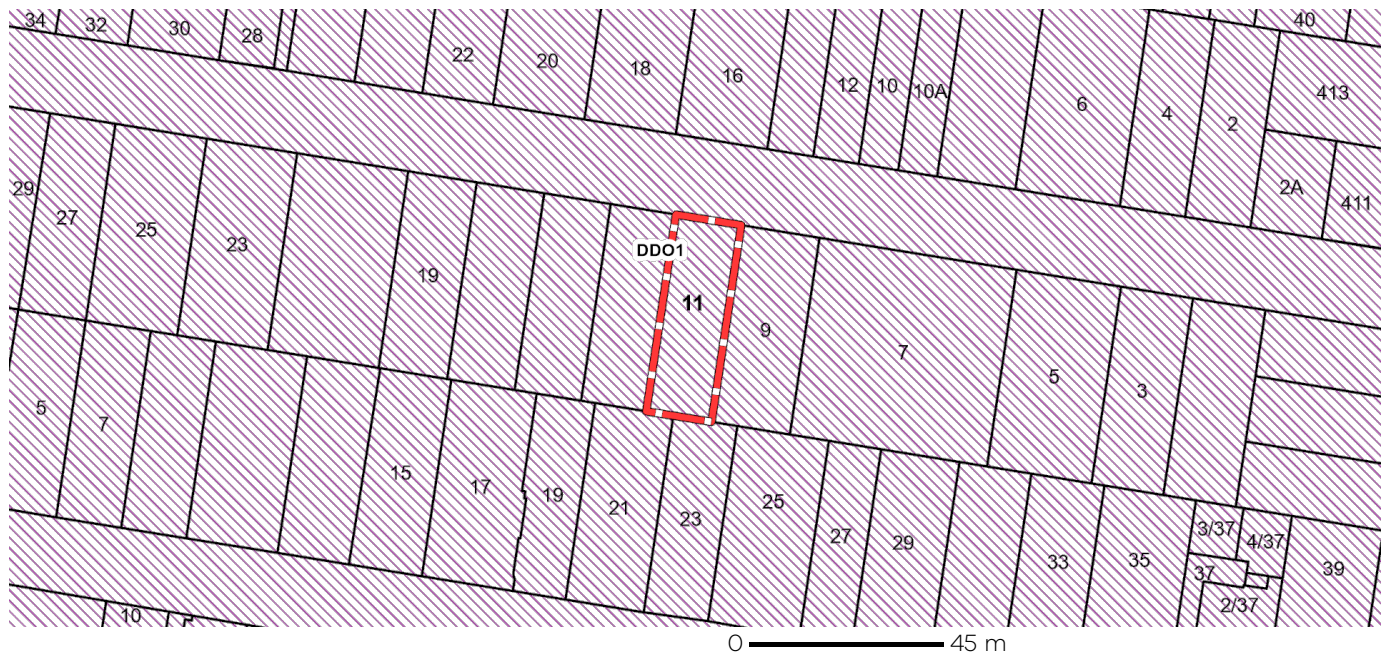


 **DCPO - Development Contributions Plan Overlay**

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

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)



 **DDO - Design and Development Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

LawHome Pty Ltd
PO Box 3121
MENTONE EAST 3194

Client Reference: KTA-464

NO PROPOSALS. As at the 14th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

11 DAWSON AVENUE, BRIGHTON 3186
CITY OF BAYSIDE

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

Date of issue: 14th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77096703 - 77096703114146 'KTA-464'

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 11 DAWSON AVENUE

SUBURB: BRIGHTON

MUNICIPALITY: BAYSIDE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 67 Reference C6
Melways 40th Edition, Street Directory, Map 67 Reference C5

DATE OF SEARCH: 20th June 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>