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Lawyers + Conveyancing Experts

Contract of Sale of Land

Private (non-Auction) Sale

+

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

Property:

1 Mackie Grove, Brighton East, Victoria 3187

Vendor:

Alexander Drake as Executor of the Estate of the late Gail Maree Drake

Purchaser:

Prepared by:

Allied Conveyancing Services Pty Ltd

Conveyancer's Licence No. 128L

ABN 72 082 961 920

Ref:

CT:JT:24-1799



Contract of Sale of Land

Property address: 1 Mackie Grove, Brighton East, Victoria 3187

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, the General Conditions, any Special Conditions and the Vendor Statement, in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

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

Exceptions

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

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

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

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

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

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

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

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

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER(S)

On ____ / ____ / 20 ____

X _____ X _____ X _____

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 clear business days if none specified).

SIGNED BY THE VENDOR(S)

On ____ / ____ / 20 ____

X _____ X _____ X _____

Alexander Drake as Executor of the Estate of the late Gail Maree Drake

Print name of person signing

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

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

Particulars of Sale

VENDOR'S AGENT

Name	Jellis Craig Brighton - Real Estate Agency	Phone	(03) 9194 1200	Mobile	
Address	307 Bay Street, Brighton, VIC 3186	Email	brighton@jelliscraig.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Alexander Drake as Executor of the Estate of the late Gail Maree Drake	Name	Allied Conveyancing Services Pty Ltd		
		Address	467 Nepean Highway, Frankston, VIC 3199		
Address	30 Inverloch Avenue, Clyde, VIC 3978	Contact	Joel Taylor		
		Email	info@alliedgroupservices.com.au		
ACN/ABN		Phone	03 9783 6299	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND *General conditions 3 and 9*

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 6321	Folio 051	35	14814
Volume	Folio		

OR

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

1 Mackie Grove, Brighton East 3187

Goods sold with the land *General condition 2(a)(vi)*

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

Any building includes all fixed floor coverings, electric light fittings, window furnishings, fittings and fixtures as inspected.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Nil

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more – see general condition 15(g) & (h)

GST

General condition 13

No, because:

Yes, because:

Input taxed sale of eligible residential premises

Purchaser entitled to input tax credit

Not in the course or furtherance of an enterprise

Purchaser NOT entitled to input tax credit

Going concern

Mixed Supply

Farmland used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

Margin Scheme applies

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(f)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

No withholding for potential residential land because:

the premises are not new

the land includes a building used for commercial purposes

the premises were created by substantial renovation

the purchaser is registered for GST and acquires the property for a creditable purpose

the premises are commercial residential premises

the land is the realisation of a capital asset where the Vendor is not carrying on an enterprise

SETTLEMENT

General condition 10

Is due on / /20

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.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

Attached; or

As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

Yes No

LOAN

General condition 14(a)-(c)

This contract is subject to a loan being approved: Yes No

(Will lapse upon [] days (or pursuant to *General Condition 14(a)-(c)* if none specified)

Lender:

Loan amount: \$ (not more than)

BUILDING & PEST REPORT

General condition 14(d)-(f)

This contract is subject to:

Building report (Will lapse upon [] days (or pursuant to *General Condition 14(d)-(f)* if none specified)

Pest report (Will lapse upon [] days (or pursuant to *General Condition 14(d)-(f)* if none specified)

Special Conditions

Yes No

1. SUBJECT TO PROBATE:

This Contract is subject to the Vendor obtaining a Grant of Probate. In the event the Vendor does not obtain a Grant of Probate by the due date under this Contract, the parties agree to extend the due date for up to 30 days for the Vendor to obtain the Grant of Probate and be in a position to settle.

In the event the Vendor fails to obtain the Grant of Probate pursuant to this condition, either party may elect to withdraw from this Contract without further liability or obligation to the other, whereby all deposit moneys paid by the Purchaser must be refunded.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

THIS DEED dated day of 20

BETWEEN **Alexander Drake** of 30 Inverloch Avenue, Clyde, Victoria (Vendor)

AND :
 of
 (Purchaser)

AND :
 of
 (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

SIGNED: Alexander Drake of 30 Inverloch Avenue, Clyde, Victoria (Vendor)

)

)

)

Witnessed:)

)

)

Witness name:

AND :

of

(Purchaser)

)

)

)

Witnessed:)

)

)

Witness name:

AND :

of

(Guarantor)

)

)

)

Witnessed:)

)

)

Witness name:

General Conditions

The parties agree that Special Conditions may be added to these General Conditions but these General Conditions shall at all times prevail in the case of any conflict between the General Conditions and the Special Conditions.

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1. Encumbrances

- (a) The Purchaser buys the property subject to:
 - (i) Any encumbrance shown in the Vendor Statement other than Mortgages or Caveats; and
 - (ii) Any reservations in the Crown Grant; and
 - (iii) Any lease referred to in the Particulars of Sale.
- (b) The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
- (c) In this General Condition, the 'Vendor Statement' means a statement required to be given under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act

2. Vendor Warranties

- (a) The Vendor warrants that the Vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenancy; and
 - (iv) Has not previously sold or granted an option to purchase, agreed to lease or grant 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The Vendor further warrants the Vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Unregistered Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this Contract and disclosures in the Vendor Statement.
- (d) If Sections 137B and 137C of the *Building Act 1993* apply to this Contract, the Vendor warrants that:
 - (i) 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
 - (ii) 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.
- (e) Words and phrases used in this General Condition have the same meaning as in the *Building Act 1993*.

3. Identity of the Land

- (a) 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.
- (b) The Purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the Vendor to amend Title or pay any cost of amending Title.

4. Services

- (a) The Vendor does not represent the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate enquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise the services will be in the same condition at settlement as they were on the day of sale.
- (b) 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 moneys paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land instrument is not acceptance of Title.
- (b) If settlement is to be conducted electronically, the Purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The Vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 21 days of the day of sale and must have completed all the information required of the Vendor at least 5 days before settlement

7. Electronic Settlement

- (a) The parties agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The Vendor must open the electronic workspace and nominate a time of day for locking the workspace as soon as reasonably practicable before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder Warranty Insurance

The Vendor agrees to provide prior to settlement, details of any current Builder Warranty Insurance (but not necessarily including supply of any policy if not to hand) relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Sunset Date specified in the Particulars of Sale:
 - (i) The Purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this Contract by notice in writing;
 - (ii) The Vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this Contract after obtaining the written consent of the Purchaser to the rescission after giving the Purchaser at least 28 days written notice before the proposed rescission, pursuant to s.10B(3) of the *Sale of Land Act 1962*;
 - (iii) Pursuant to s.10F(1) of the *Sale of Land Act 1962*, the Vendor gives the Purchaser notice that:

- (A) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and
The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
 - (B) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
 - (C) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan is not registered by the Sunset Date specified in the Particulars of Sale, either party may at any time thereafter, but prior to the plan being registered, rescind this Contract by notice in writing.
 - (c) If this Contract includes the construction of any building on the land, the Purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

10. Settlement

- (a) At settlement:
 - (i) The Purchaser must pay the balance of purchase moneys; and
 - (ii) The Vendor must:
 - (A) Do all things necessary to enable the Purchaser to become the registered proprietor of the land; and
 - (B) Give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale; and
 - (C) Ensure that keys and any devices enabling access to the property are made available to the Purchaser.
- (b) The Vendor's obligations under this General Condition continue after settlement;
- (c) Settlement must be conducted between the hours of 9:00 a.m. and 5:00 p.m. unless the parties agree otherwise.

11. Payment

- (a) The Purchaser must pay the deposit:
 - (i) To the Vendor's licensed Estate Agent; or
 - (ii) If there is no Estate Agent:
 - (A) To the Vendor's legal representative; or
 - (B) 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 Vendor and the Purchaser.
- (b) The Purchaser may, strictly subject to the Vendor's consent, pay the deposit by way of Deposit Bond or Bank Guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the purchase price; and
 - (ii) Must be paid to the Vendor's Estate Agent, Legal Practitioner or Conveyancer and held on trust for the Purchaser until the registration of the plan of subdivision.
- (d) The Purchaser must pay all money other than the deposit:
 - (i) To the Vendor, or the Vendor's Legal Practitioner or Conveyancer; or
 - (ii) In accordance with the written direction of the Vendor or the Vendor's Legal Practitioner or Conveyancer.
- (e) Payments may be made or tendered:
 - (i) By cheque drawn on an authorised deposit taking institution if settlement is not conducted electronically; or
 - (ii) By electronically transferring the payment in the form of cleared funds if settlement is conducted electronically. The Vendor must be satisfied the electronic transfer has taken place and been completed.

12. Stakeholding

- (a) The deposit must not be released until General Condition 14 and any Special Condition benefitting the Purchaser have been satisfied.
- (b) Any objection to the Vendor's Title must be made within 28 of the day of sale.
- (c) If the Vendor gives notice there is no mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor 28 days after the day of sale provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title.
- (d) The Purchaser agrees it is acceptable for such notice to be provided by the Vendor's supply of a Register Search Statement (Title Search) within the Vendor Statement which forms part of the Contract for the sale of the property.
- (e) If there is a mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title; and
 - (iii) The Vendor has provided to the Purchaser, reasonable evidence the total amount of secured debts does not exceed 80% of the sale price; and
 - (iv) 28 days have elapsed since the day of sale.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the Vendor.
- (b) Except when the Margin Scheme applies, the Vendor must on or before settlement provide the Purchaser with a Tax Invoice for any GST included in the price.
- (c) This clause applies if 'going concern' is specified in the Particulars of Sale.
 - (i) The Purchaser warrants that it is registered for GST.
 - (ii) The parties agree the Vendor's supply of the property under this Contract is the supply of a going concern under s.38.325 *Goods and Services Tax Act 1999* and the supply is GST for the purposes of that Act.
 - (iii) The Vendor must continue to carry on the enterprise until settlement.
 - (iv) If the Vendor is served with a demand, assessment or any correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a going concern, then upon being served a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (d) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the Particulars of Sale.
 - (i) The Vendor warrants the property is land on which a farming business has been carried on for a period of at least 5 years preceding the date of supply.
 - (ii) The Purchaser warrants the Purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the Vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (e) This clause applies if 'mixed supply' is specified in the Particulars of Sale.
 - (i) GST is included in the price.
 - (ii) The parties agree the property comprises two components, namely a commercial building and a residential building.
 - (iii) GST is payable by the Vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree with the value of the commercial and residential components, failing which the Vendor must deliver to the Purchaser before settlement, a copy of a

- valuation by a registered valuer showing the apportionment of values. The cost of providing the valuation is to be shared equally between the Vendor and Purchaser.
- (f) GST Withholding – Residential premises or potential residential land
The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:
- (i) Vendor's notice
 - (A) If the Particulars of Sale indicates that no GST Withholding under sub-division 14-E *Taxation Administration Act 1953* is payable, the Vendor hereby gives notice under s.14-255 that the Purchaser is not required to make a GST Withholding payment under s. 14-250 for the reason indicated in the Particulars of Sale; otherwise:
 - (B) The Vendor shall give the Purchaser notice of the GST Withholding amount and particulars required by s. 14-255 at least 14 days prior to settlement.
 - (ii) Amount to be withheld by the Purchaser
 - (A) Where the Margin Scheme applies, 7% of the purchase price; otherwise:
 - (B) 1/11th of the consideration inclusive of GST.
 - (iii) The Purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
 - (iv) The Purchaser is to remit the amount withheld to the Australian Taxation Office immediately upon settlement.
 - (v) Vendor to indemnify Purchaser
 - (A) In the event the Purchaser is required to pay the Australian Taxation Office an amount greater than the withheld amount at settlement, the Vendor indemnifies the Purchaser for such additional amount.

14. Loan, Building Report or Pest Report

- (a) If the Particulars of Sale specify 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 within 14 days of the day of sale if not otherwise specified within the Particulars of Sale (the approval date).
- (b) The Vendor may end the Contract after the approval date and before being advised the loan has been approved by giving the Purchaser 2 clear business days notice of its intention to end the Contract unless the Purchaser advises the Vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the Purchaser no longer relies upon this condition.
- (c) The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
 - (i) Immediately applied for the loan; and
 - (ii) Did everything reasonably required to obtain loan approval; and
 - (iii) Provides written proof from the intended lender that the loan was not approved; and
 - (iv) Serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date; and
 - (v) Is not in default under any condition of this Contract (including payment of the deposit) when the notice is given.
- (d) If the Particulars of Sale specify this Contract is subject to a Building Report or Pest Report being obtained, this Contract is subject to the Purchaser obtaining the report(s) satisfactory to the Purchaser in relation to the property within 10 days of the day of sale if not otherwise specified within the Particulars of Sale, or any later date agreed to by the Vendor.
- (e) The Purchaser may end the Contract if the satisfactory report is not obtained by the due date, but only if the Purchaser:
 - (i) Immediately requested the report; and
 - (ii) Provides the Vendor with a copy of the report; and
 - (iii) Serves written notice ending the Contract on the Vendor by the due date; and
 - (iv) Is not in default under any other condition of this Contract (including payment of the deposit) when the notice is given; and
 - (v) The Building Report specifies a major structural defect, or the Pest Report reveals a current termite infestation, either of which materially prejudices the Purchaser, acting

- reasonably, would not have entered into the Contract if the defect or infestation had been disclosed; and
- (vi) The Building Report was prepared by a registered building practitioner or architect or in respect to a Pest Report, being prepared by a pest control operator licenced under Victorian law.
- (f) All deposit money must be immediately refunded to the Purchaser if this Contract is ended in accordance with the general condition.

15. Adjustments

- (a) All periodic outgoings payable by the Vendor including 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the Vendor is the owner (as defined in the *Land Tax Act 2005*) and subject to the property value threshold in respect to Land Tax and Windfall Gains Tax; and
 - (iii) The Vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) The Purchaser is responsible for the preparation of the Statement of Adjustments.
- (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments.
- (e) If the Purchaser takes possession of the property prior to settlement pursuant to a Licence Agreement, then adjustments will be calculated from the date of possession.
- (f) If requested by the Vendor, the Purchaser will irrevocably authorise the Vendor to issue legal proceedings in the name of the Purchaser against any Tenant for any amount due by the Tenant to the Vendor pursuant to the lease as at the day of settlement. The Vendor will indemnify the Purchaser in respect to such proceedings.
- (g) If the price is \$750,000 or more, the Purchaser is entitled to deduct 12.5% of the sale price at settlement unless the Vendor provides the Purchaser with a Clearance Certificate issued pursuant to 14-235(2) in Schedule 1 *Taxation Administration Act 1953* (Cth) at least 5 days before settlement.
- (h) The Purchaser must pay any amount deducted pursuant to General Condition 15(g) to the Commissioner pursuant to 14-200 in Schedule 1 *Taxation Administration Act 1953* (Cth) at or immediately following settlement.
- (i) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on their income.

16. Time

- (a) Time is of the essence of this Contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Weekend or Bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this Contract. The agreement shall be binding when confirmed in writing by the parties or their Legal Practitioner or Conveyancer.
- (d) Settlement of this matter is date, not time, specific – subject to the requirements of General Condition 10(c).

17. Service

- (a) Any document required to be service by or on any party may be served by or on the Legal Practitioner or Conveyancer for that party.

- (b) Any document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express Post is taken to have been served on the second business day after posting;
 - (ii) Priority Post is taken to have been served on the third business day after posting;
 - (iii) Regular Post is taken to have been served on the fifth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the day on which the document is so faxed;
 - (v) Email is taken to have been served at the time of receipt within the meaning of 13A of the *Electronic Transactions (Victoria) Act 2000*.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

20. Guarantee

- (a) If the Purchaser is a proprietary limited company Purchaser, the Vendor may demand one or more directors of the Purchaser to guarantee the Purchaser's performance under this Contract.
- (b) Failure to sign a guarantee in standard form submitted by the Vendor will constitute a default pursuant to the Contract by the Purchaser.

21. Notices

- (a) The Vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued, made or struck before the day of sale that does not relate to periodic outgoings.
- (b) The Purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued, made or struck on or after the day of sale that does not relate to periodic outgoings.
- (c) The Purchaser may enter the property with reasonable notice to comply with that responsibility where that action is required before settlement.

22. Lease

- (a) The Vendor must provide the Purchaser with a copy of any written lease affecting the property and any assignments or sub-leases of the original lease.
- (b) If the Vendor is unable to provide a copy of the lease, the Vendor must provide written details of the lease arrangement acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time and for no longer than 30 minutes during the 7 days preceding and including settlement day. The Purchaser is only entitled to 1 inspection.
- (b) The Vendor carries the risk of loss or damage to the property until settlement or to the date of any early access permitted pursuant to a Licence Agreement. 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the Purchaser must not delay settlement but may claim compensation from the Vendor after settlement.

24. Abandoned Goods

Ownership of any goods owned by the Vendor remaining in the premises or on the property after settlement passes to the Purchaser.

25. Default

A party who defaults in the performance of this Contract must pay to the other on demand:

- (a) At the time of settlement, any interest and costs pursuant to General Conditions 26, 27 and 28; and
- (b) After settlement, compensation for any reasonably foreseeable and quantifiable loss to the other party as a result of the 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

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest, recover legal costs and claim losses directly occasioned by the default if specifically provided for within the primary contractual document, until the other party is given and fails to comply with a written Default (also including Rescission) Notice.
- (b) The notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State it is the offended party's intention to exercise their rights arising from the default unless, within 14 days of the notice being given:
 - (A) The default is remedied; and
 - (B) Legal costs are paid.
- (c) The party serving the notice may extend performance of the notice in writing.

28. Rescission

- (a) If the Contract is ended by rescission notice given by the Purchaser:
 - (i) The Purchaser must be repaid any money paid under the Contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The Purchaser may also seek recovery of any loss otherwise recoverable at law.
- (b) If the Contract is ended by rescission notice given by the Vendor:
 - (i) The deposit of 10% is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The Vendor is entitled to possession of the property; and

- (iii) In addition to any other remedy, the Vendor may within 1 year of the Contract ending, either:
 - (A) Retain the property and sue for damages for breach of Contract, or
 - (B) 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
- (iv) The Vendor may retain any part of the price paid until the Vendor's damages have been determined or quantified and may apply that money towards those damages; and
- (v) Any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

29. Representation and Warranty as to Building

The Vendor makes no representations or provides no warranties in respect to the quality or condition of any dwelling, outbuildings or structures. The Vendor makes no representation as to the property's fitness for any particular purpose or that any structures comply with any building regulations. The property is strictly sold as inspected. The Purchaser expressly releases the Vendor from any demands or claims whatsoever in respect thereof.

The Vendor further advises that any improvements on the property, including any swimming pool, spa or any additions may be subject to or require compliance with the Building Act 1993, Building Regulations, municipal local laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of these laws shall not constitute a defect in the Vendor's Title where the Purchaser shall not make any requisition or claim any compensation against the Vendor.

This Statement has been prepared as a legal document and is intended to form part of the primary contractual document for the sale of the land and is suitable to satisfy the Vendor's legal and reporting obligations. This Statement is for information and statements to the Purchaser before the Purchaser signs a Contract to purchase the land and incorporates the requirements of Section 32 of the *Sale of Land Act 1962*.

(Document prepared by Allied Conveyancing Services Pty. Ltd.)

Vendor Statement

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

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

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

SUBJECT PROPERTY:	1 Mackie Grove, Brighton East 3187	
Vendor's name	Alexander Drake <i>as Executor of the Estate of the late Gail Maree Drake</i>	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

NOTICE TO PURCHASER

IN CASE OF DEFAULT OR CHANGE:

The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser ('the Contract') for payment of the residue as defined in the Contract ('the due date') the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b. Interest payable by the Vendor under any existing mortgage over the property;
- c. Accommodation expenses necessarily incurred by the Vendor;
- d. Costs and expenses as between the Vendor's Conveyancer and the Vendor;
- e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f. A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter, set at \$385.00 on each occasion of change.

This Notice is a fundamental condition of any Contract of Sale for the sale of land described herein.

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)

- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)

1. FINANCIAL MATTERS

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

The total of all outgoings does not exceed \$4,000.00 p.a.

(a) Their amounts are:

	Authority		Amount		Interest (if any)
(1)	Bayside City Council	(1)	\$2,600.00	(1)	
(2)	South East Water	(2)	\$800.00	(2)	
(3)		(3)		(3)	

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Bayside
Name of responsible authority	Minister Of Planning
Zoning of the land	Neighbourhood Residential Zone (Nrz)
Name of planning overlay	Development Contributions Plan Overlay (Dcpo) Design And Development Overlay (Ddo) Heritage Overlay (Ho)

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 06321 FOLIO 051

Security no : 124120830233T
Produced 20/12/2024 12:36 PM

LAND DESCRIPTION

Lot 35 on Plan of Subdivision 014814.
PARENT TITLE Volume 06250 Folio 991
Created by instrument 1740617 03/08/1939

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GAIL MAREE DRAKE of 1 MACKIE GR EAST BRIGHTON 3187
T216306D 27/07/1994

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP014814 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: 1 MACKIE GROVE BRIGHTON EAST VIC 3187

DOCUMENT END

**Application by legal personal representative
Section 49 Transfer of Land Act 1958**

Privacy Collection Statement

The information from this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by:

Name: ALLIED CONVEYANCING SERVICES PTY LTD
Phone: 03 9783 6299
Address: 467 NEPEAN HIGHWAY FRANKSTON VIC 3199
Reference: CT:JT:24-1799
Customer Code:

The applicant applies as legal personal representative of the deceased registered proprietor to be registered as the proprietor of the estate and interest of the deceased in the land described.

Land: (volume and folio and if applicable mortgage, charge or lease no.)

VOLUME 6321 FOLIO 051

Applicant: (full name and address including postcode)

Alexander Drake, 30 Inverloch Avenue, Clyde, VIC 3978

Representative capacity:

AS EXECUTOR OF THE WILL OF GAIL MAREE DRAKE

Deceased Registered Proprietor: (full name)

GAIL MAREE DRAKE

35271702A

49TLA

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP014814
Number of Pages (excluding this cover sheet)	1
Document Assembled	20/12/2024 12:36

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LP 14814
EDITION 1
 PLAN MAY BE LODGED
5-10-1938

COLOUR CODE
 BL=BLUE
 R1=BROWN
 P=PURPLE

APPN 8714 SEC. 233

**PLAN OF SUBDIVISION
 OF PART OF DENDY'S
 CROWN SPECIAL SURVEY
 PARISH OF
 MOORABBIN
 COUNTY OF BOURKE**

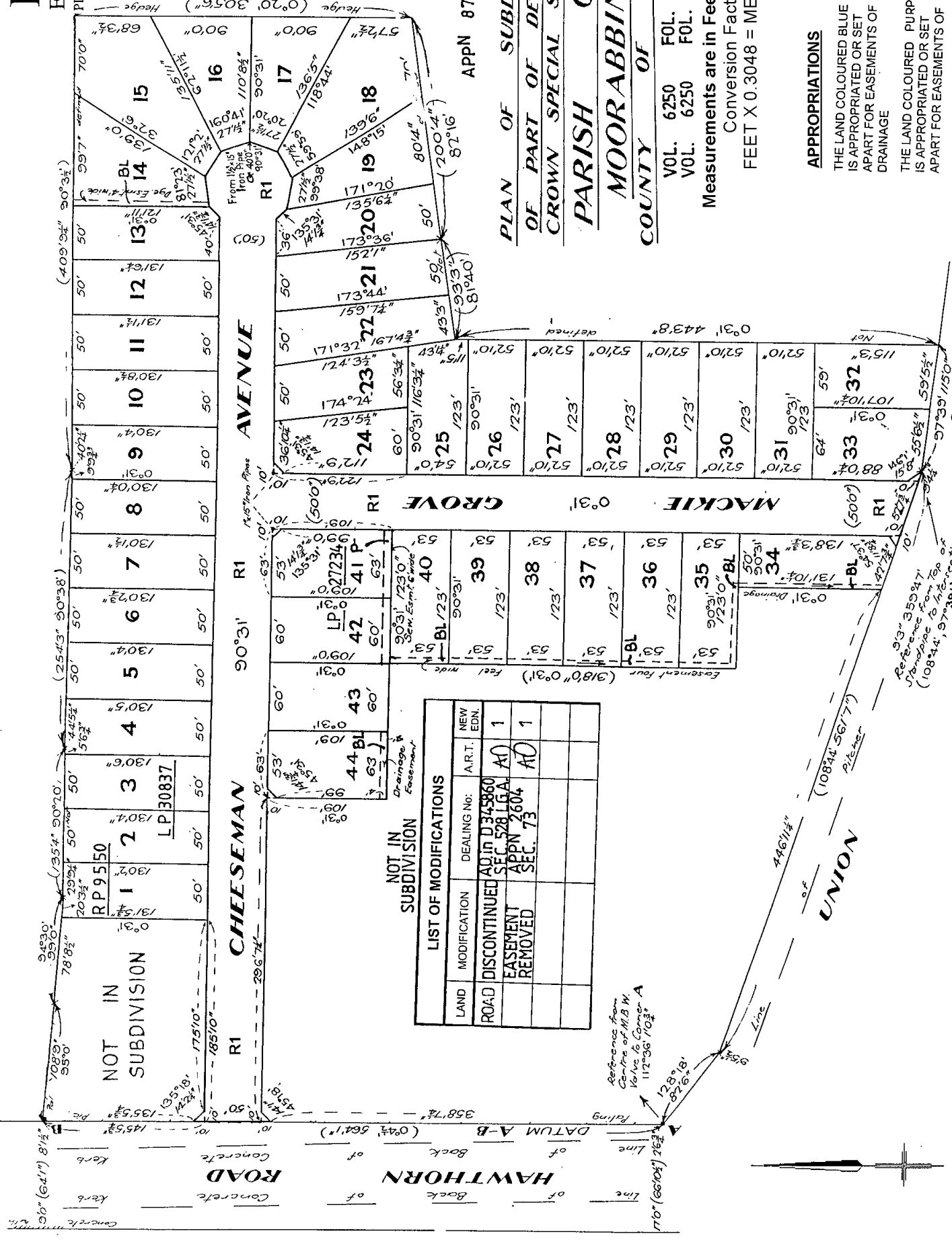
VOL. 6250 FOL. 991
 VOL. 6250 FOL. 992
 Measurements are in Feet & Inches
 Conversion Factor
 FEET X 0.3048 = METRES

APPROPRIATIONS

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

THE LAND COLOURED PURPLE
 IS APPROPRIATED OR SET
 APART FOR EASEMENTS OF SEWERAGE

THE LAND COLOURED BROWN
 IS APPROPRIATED OR SET
 APART FOR ROADS



LIST OF MODIFICATIONS

LAND MODIFICATION	DEALING NO.	A.R.T.	NEW EDN.
ROAD DISCONTINUED	AD IN D 345860		1
EASEMENT REMOVED	APPN 2604 SEC. 73	AD	1

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



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 – 144920

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

Certificate Number: 20252769

See BPAY payment details on next page

Your Reference: 75343786-012-8

07/01/2025

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:	1 Mackie Grove BRIGHTON EAST VIC 3187
Title:	LOT: 35 LP: 14814
Capital Improved Value:	\$1,700,000.00
Site Value:	\$1,350,000.00
Net Annual Value:	\$85,000.00
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. 144920 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	\$1,752.26
80L Waste Service Residential	01/07/2024	\$307.38
Municipal Charge Residential	01/07/2024	\$173.46
Resid.Fire Services Property Levy	01/07/2024	\$147.90
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:	\$0.00
Other Moneys:	\$0.00
Discount Allowed:	\$0.00
Less Pension Pensioner Remission (Including Rates & Fire Services Levy):	-\$309.50
Less Payments/Adjustments:	-\$489.66
Debtors Total:	\$0.00
Rates and Charges Total:	\$1,713.84
Total Due:	\$1,713.84

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: 144920

Certificate Number: 20252769

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:

**Bill Code 275297****Reference 144920**

(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

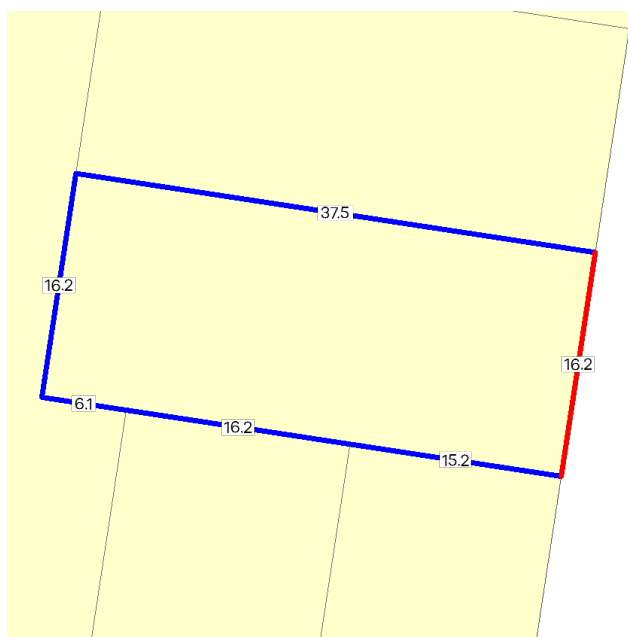
PROPERTY DETAILS

Address: **1 MACKIE GROVE BRIGHTON EAST 3187**
Lot and Plan Number: **Lot 35 LP14814**
Standard Parcel Identifier (SPI): **35\LP14814**
Local Government Area (Council): **BAYSIDE**
Council Property Number: **144920**
Directory Reference: **Melway 67 K10**

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: 606 sq. m

Perimeter: 107 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>

Area Map



From www.planning.vic.gov.au at 20 December 2024 12:32 PM

PROPERTY DETAILS

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Local Government Area (Council): **BAYSIDE**
Council Property Number: **144920**
Planning Scheme: **Bayside**
Directory Reference: **Melway 67 K10**

www.bayside.vic.gov.au

[Planning Scheme - Bayside](#)

UTILITIES

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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 SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

Planning Overlay [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 \(DDO3\)](#)
[HERITAGE OVERLAY \(HO\)](#)
[HERITAGE OVERLAY - SCHEDULE \(HO653\)](#)
[SPECIAL BUILDING OVERLAY \(SBO\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

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.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)



Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO653)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 20 December 2024.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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 \(environment.vic.gov.au\)](#)

Land 1 Mackie Grove, Brighton East 3187

ALLIED CONVEYANCING SERVICES PTY LTD

Licensed Conveyancers

FRANKSTON OFFICE:

467 Nepean Highway
Frankston Vic 3199

MOUNT WAVERLEY OFFICE:

308 Stephensons Road
Mount Waverley Vic 3149

Tel: (03) 9783 6299

E: info@alliedgroupservices.com.au

Ref: 24-1799



Conveyancing Services Pty. Ltd.