

# Contract of sale of real estate – Particulars of sale

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

Property address 46 VINCENT Avenue ST ALBANS VIC 3021

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

### Important notice to purchasers

## Cooling-off period

*Section 31, Sale of Land Act 1962*

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

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

You are entitled to a refund of all the money you paid **except** for \$100 or 0-2% of the purchase price (whichever is more) if you end the contract in this way.

## Exceptions

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

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

## Signing of this contract

**Warning: this is a legally binding agreement. You should read this contract before signing it.**

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on  
dd/mm/yyyy

Print name(s) of person(s) 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

on  
dd/mm/yyyy

Print name(s) of person(s) 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.

## Notice to purchasers of property “off-the-plan”

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

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

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

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

### Particulars of sale

#### Vendor’s estate agent

Name:	White Knight Estate Agents
Address:	
Telephone:	
Fax:	
Email:	mtran@whiteknightestateagents.com.au

#### Vendor

Name(s):	DRAGAN KOSTROMAN and IVANKA KOSTROMAN
Address:	6 PINTAIL CRESCENT ST ALBANS VIC 3021
Telephone:	W: H:
Email:	dkostroman@hotmail.com

**Vendor's legal practitioner or conveyancer**

Name:	Hillside Property Conveyancing
Address:	PO Box 303 DEER PARK VIC 3023
Telephone:	03 8390 1191
Fax:	03 8390 1192
Email:	info@hillsideconveyancing.com.au

**Purchaser**

Name(s):	
Address:	
Telephone:	W: H:
Email:	

**Purchaser's legal practitioner or conveyancer**

Name:	
Address:	
Telephone:	
Fax:	
Email:	

## Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	7552	Folio	173	487	PS011199
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's 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 The address of the land	46 VINCENT Avenue ST ALBANS VIC 3021
Goods sold with the land General condition 2.3(f). List or attach schedule.	

## Payment (general condition 11)

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	\$

## GST (general condition 13)

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

If this is a sale of 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

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### Settlement (general condition 10)

Is due on:  
dd/mm/yyyy

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

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

### Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

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in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

### Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

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and refer to general condition 23 and add any further provisions by way of special conditions.

### Loan (general condition 14)

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

Lender	
Loan amount	
Approval date	

## Special conditions

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

## Contract of sale of real estate—Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

# Contract of sale of real estate—general conditions

Part 2 of the standard form of contract 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:

- a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- b) keep the date of birth of the vendor secure and confidential.

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

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

- b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 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:
- a) that:
    - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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—
- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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:

- a) 21 days have elapsed since the day of sale; and
- b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. Settlement

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

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

### 11. Payment

11.1 The purchaser must pay the deposit:

- a) to the vendor's licensed estate agent; or
- b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- a) must not exceed 10% of the price; and
- b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- a) in cash; or
- b) by cheque drawn on an authorised deposit-taking institution; or
- c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under 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 :

- a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
  - i) there are no debts secured against the property; or
  - ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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.



# GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

## Special Conditions

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

In these special conditions the following terms have the following meanings:

### 1. Definitions

**"Approvals"** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in connection with the development of the Site.

**"Authority"** means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**"Business Day"** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

**"Contract"** means this contract of sale and includes all enclosure and annexures. "Claim"

means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), Loss, expenses and debts or liability 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.

**"Deposit"** means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

**"General Conditions"** are the conditions set out in Part 2 of this Contract and being Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008 (Vic)*.

**"Loss"** means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceedings, summons, demand, notice, damage, death, personal injury, suit, judgement, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) Liabilities on account of any tax of any nature whatsoever;
- (b) Interest and other amounts payable to third parties;
- (c) Legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
- (d) Amounts paid in settlement of any claim or action; and
- (e) Consequential loss and damage (irrespective of its nature or occurrence).

**"Outgoings"** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property, but excludes any supplementary rates or taxes or other such rates assessment in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.

**"Planning Scheme"** means the Whitehouse Planning Scheme.

**"Property"** means the property sold pursuant to this Contract. The terms Land, Site and Property, are used intermittently throughout these Special Conditions; however, they all mean the property sold pursuant to this Contract.

**"Property Controls"** means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme and any planning permit.

**“Purchaser’s Rights”** means:

- (a) Claiming compensation
  - (b) Rescinding or purporting to rescind;
  - (c) Calling the Vendor amend title or bear any cost of doing so;
  - (d) Delaying settlement;
  - (e) Avoiding any of its obligations; and
  - (f) Making any other Claims,
- under or in connection with this Contract.

**“Settlement Date”** means the date on which the balance of the price must be paid by the Purchaser to the Vendor.

**“Vendor’s Agent”** means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale, or any other party nominated by the Vendor.

**“Vendor’s Statement”** means a statement made under section 32 of the *Sale of Land Act* 1962 (Vic), a copy of which is attached.

## 1.2 Interpretation

In this Contract:

### 1.2.1 a reference to:

- (a) any legislation or legislative provision include any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular include the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party’s executors, administrators, successors and permitted assigns; and
- (l) a condition, annexure or schedule is a reference to a condition, annexure of schedule of this Contract.

1.2.2 the words “including” or “includes” are not to be construed as words of limitation.

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and

1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

1.3 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.

1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and endure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.5 If an act must be done on a specific day, which is not a Business day, the act must be done on the Business Day immediately after that specified day.

1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down only to the extent necessary to ensure that is not illegal, invalid, void, voidable or unenforceable.

1.7 If it is not possible to read down a provision as required in special conditions 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision of the other provisions in this Contract

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Electronic conveyancing

EC
----

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

3.3 Each party must:

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

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

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

3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

3.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

3.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**4. Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. The Purchaser shall not requisition, object or claim compensation or delay settlement in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.

**5. No representations**

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

**6. Dwelling**

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

**7. Deposit**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8.

**Guarantee**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

9.

**Payment**

The purchaser must pay bank fees on up to six bank cheques at settlement; the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

**Land Description**

10.

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

11.

**Default**

Should the Purchaser default in payment of any of the purchase moneys herein then the purchaser will pay penalty interest on such outstanding moneys at the rate of sixteen percent (16%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General condition 26 does not apply to this contract.

11.1 The Purchaser acknowledges that:-

- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
- b. the losses and expenses described in Special Condition 12.1a. are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 25 of this Contract.

11.2 The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Stamps Act 1958 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.

11.3 The Purchaser agrees that a reasonably foreseeable loss under this contract includes any one or more of the following:

- a. the cost of obtaining bridging finance to complete the vendor's purchase of another property, including interest, legal costs, duty and other costs of or incidental to such bridging finance;
- b. interest and bank charges payable by the vendor under any existing loan or mortgage on the property hereby sold calculated from the due date of settlement;

c. any moving and storage expenses incurred by the vendor as and from the due date of settlement of the property hereby sold;

d. legal costs and expenses of the vendor on a representative and own client basis;

e. where the vendor is purchasing another property ("the vendors purchase") – all interest, expenses and legal costs payable to the vendor in respect of the vendor's purchase, arising from or in consequence of the default in payment of any moneys payable under this contract by the purchaser or owing to any breach of or failure by the purchaser to observe any of the terms and conditions of this contract..

**12. Existing Services and Utilities**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

a. The nature, location availability or non-availability of any such installations, services and utilities;

b. If any such service is a joint service with any other land or building;

c. If any such service for any other property or building or any parts or connections therefore pass through the property;

d. If any sewer or water main or connection passes through in or over the property;

e. If there is a man hole or vent on the property; or

f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

**13. RATES CERTIFICATES**

The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

**14. CONDITION OF LAND**

The Purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

General Conditions 24.2, 24.5 and 24.6 do not apply to this Contract.

**15. STATEMENT OF ADJUSTMENTS**

Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to the Vendors representative of \$250.00 for the delay in receiving the Statement of Adjustments.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

**16. EXTENSION FOR FIANNACE AND DEPOSIT**

If the Purchaser request for a variation to the contract for an extension of the fiannace approval date and/or payment of the deposit monies due under the contract, the purchaser acknowledges that he/she must attend to the Vendor's representative (at and as condition of Settlement) legal costs of \$220.00 plus GST for each request.

**17. RE-SCHEDULING OF SETTLEMENT**

If settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or a later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's representative (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$440(including GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

**18. NOMINATION**

If the named Purchaser chooses to nominate a substitute or additional Purchaser the named Purchaser

shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

(a) If the nominated Purchaser or one of more of them is an incorporated body then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.

(b) Execute any other documents required by the Vendor's representative including a new Contract of Sale.

(c) The costs of such nomination are fixed at \$330.00 plus GST are acceptable by the Nominated Purchaser as being reasonable and shall be payable by the Nominated purchaser to the vendors' representative upon nomination by the purchaser.

## 19. GST Withholding

18.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

18.2 This special condition 5 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 special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.

18.3 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.

18.4 The purchaser must: 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 special condition; and ensure that the representative does so.

18.5 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 special 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 special condition; despite:

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

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

18.6 The representative is taken to have complied with the requirements of special condition 5.5 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.

18.7 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 special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7 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.

18.8 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 14 days before the due date for settlement.

18.9 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 5 business days of a written request. The party providing the information warrants that it is true and correct.

18.10 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.

18.11 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 special condition 5.10; 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.

18.12 This special condition will not merge on settlement.

## 19. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

**20 Special Condition – Building Report**

2. General Condition 21.2 has been amended by replacing the words “14 days” with the words “7 days”.

**21 Special Condition – Pest Report**

3. General Condition 22.2 has been amended by replacing the words “14 days” with the words “7 days”

**. 22 AUCTION (THIS SPECIAL CONDITION WILL APPLY IF THE PROPERTY IS OFFERED FOR SALE BY PUBLIC AUCTION)**

The property is offered for sale by public auction, subject to the vendor’s reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	DRAGAN KOSTROMAN and IVANKA KOSTROMAN
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<b>Property:</b>	46 VINCENT Avenue ST ALBANS VIC 3021
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**VENDORS REPRESENTATIVE**

Hillside Property Conveyancing

PO Box 303  
DEER PARK VIC 3023

Tel: 03 8390 1191

Fax: 03 8390 1192

Email: [info@hillsideconveyancing.com.au](mailto:info@hillsideconveyancing.com.au)

Ref: ZD-25/10497

SECTION 32 STATEMENT  
46 VINCENT AVENUE ST ALBANS VIC 3021

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$8000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT  
46 VINCENT AVENUE ST ALBANS VIC 3021

(d) PLANNING

Planning Scheme: Brimbank Planing CHEME  
Responsible Authority: Brimbank city council  
Zoning: see the attached certificate  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT  
46 VINCENT AVENUE ST ALBANS VIC 3021

**32I**    **TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**DATE OF THIS STATEMENT**                       /  /20

**Name of the Vendor**

**DRAGAN KOSTROMAN and IVANKA KOSTROMAN**

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**                       /  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

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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 07552 FOLIO 173

Security no : 124121703127V  
Produced 03/02/2025 09:25 PM

LAND DESCRIPTION

Lot 487 on Plan of Subdivision 011199.  
PARENT TITLE Volume 07004 Folio 684  
Created by instrument 2400535 27/04/1951

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
DRAGAN KOSTROMAN  
IVANKA KOSTROMAN both of 37 MORTON BOULEVARD TAYLORS HILL VIC 3037  
AL073510X 12/05/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL073511V 12/05/2014  
NATIONAL AUSTRALIA BANK LTD

COVENANT 2015379 12/07/1946

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 LP011199 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: 46 VINCENT AVENUE ST ALBANS VIC 3021

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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172 43 9046

FREEHOLD

O'DONOHUE & GREEN

2015379

VICTORIA

MICROFILMED

4312629 9  
4344925  
to Syd

25/-  
TRANSFER TO LAND

12 JUL 1946



STAMP DUTY RECEIVED

IMAGINE

I, WALTER EWART COLEMAN formerly of Burke Road, East Malvern Agent but now of 12 Valley Road, Gardiner in the State of Victoria Builder being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder, in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS paid to me by BRIGHTON LAND COMPANY PROPRIETARY LIMITED of 341 Collins Street, Melbourne in the State of Victoria DO HEREBY TRANSFER to the said Brighton Land Company Proprietary Limited ALL my estate and interest in ALL THOSE pieces of land being Firstly Lots 1, 4, 5, 8, 10, 11, 12, 14, 15, 25 to 105 (inclusive) 107 to 126 (inclusive) 128 to 137 (inclusive) 144, 145, 147, 148, 150, 153, 154, 158, 162 to 165 (inclusive) 167, 168, 170, 172 to 176 (inclusive) 184, 193, 208, 209, 212 to 215 (inclusive) 217, 218, 221 to 225 (inclusive) 227 to 266 (inclusive) 270, 271, 273, 275, 278, 279 to 282 (inclusive) 290, 294 to 299 (inclusive) 302 to 305 (inclusive) 307, 309 to 312 (inclusive) 315 to 319 (inclusive) 322 to 325 (inclusive) 329 to 335 (inclusive) 337 to 340 (inclusive) 343 to 346 (inclusive) 349 to 353 (inclusive) 358 to 366 (inclusive) 390 to 404 (inclusive) 406, 409, 410, 413, 415 to 427 (inclusive) 429 444 to 451 (inclusive) 458 to 581 (inclusive) on Plan of Subdivision Number 11199 lodged in the Office of Titles and being part of Crown Allotments Ten and Fifteen Parish of Maribyrnong County Bourke and Secondly Lots 32 on Plan of Subdivision Number 11415 lodged as aforesaid and being part of Crown Allotments Ten and Fifteen Parish of Maribyrnong County of Bourke AND the said Brighton Land Company Proprietary Limited its successors and transferees registered proprietor or proprietors for the time being of the land hereby transferred (excepting Lots 224, 225, 358, 402, 403, 421 and 422 on Plan of Subdivision No. 11199) hereby covenants with the said Walter Ewart Coleman his heirs executors administrators and transferees registered proprietor or

The within covenant has been modified as to the within described Lot 40 by Order of the Supreme Court dated 30th April 1979 which Order is now attached to this Transfer Registered 11th May 1979. No. H515378



The within covenant has been modified by Order No. M10740 of the Supreme Court dated 12th April 1976 which Order is now attached to this Transfer Registered 28th April 1976 No. G124696



remaining untransferred

proprietors for the time being of so much of the land comprised in

Certificates of Title Volume 6875 Folio 1374898 Volume 6875

Folio 1374899 Volume 6886 Folio 1377004 ~~excepting Lots 224 and~~

~~225~~ Volume 5265 Folio 1052919 ~~Volume 5088 Folio 1017512 Volume~~

~~5223 Folio 1044540 Volume 5782 Folio 1114558~~ (other than the land

hereby transferred and the said Lots 224, 225, 252, 402, 403, 404

and 422 on the said Plan of Subdivision No. 11199) that it or they

will not erect or construct or permit to be erected or constructed

on any of the lots hereby transferred more than one dwelling house

and that any dwelling house so erected or constructed including

the necessary fences and outbuildings shall be of a value of not

less than £450. and shall be used as a private dwelling house

only and that no hoarding or other erection to be used for adver-

tising purposes may be erected thereon and that no soil or other

materials may be excavated or removed from the surface thereof

except insofar as the same shall be or become necessary for

building or garden purposes AND the said Brighton Land Company

Proprietary Limited hereby consents to the foregoing covenant

appearing as an encumbrance on the Certificates of Title to issue

for the said land (other than the said Lots 224 and 225) and to

run with the said land.

DATED the Fifth day of July One thousand nine

hundred and forty-six.

SIGNED in Victoria by the said WALMER

EWART COLEMAN in the presence of :-

*Walmer E. Coleman*

*Blair & Doyle & Co  
Solicitors, Melbourne*

THE COMMON SEAL of BRIGHTON LAND

COMPANY PROPRIETARY LIMITED was hereto

affixed in the presence of :-

*Mercer & Jackson  
D. D. Nicholls*

Directors

Secretary



ENCUMBRANCES REFERRED TO

As to part of the land firstly described

As to Lots 224 and 225 on Plan of Subdivision No. 11199 - the covenant contained in Instrument of Transfer No. 1350212 in the Register Book.

As to Lots 358, 402, 403, 421 and 422 on Plan of Subdivision No. 11199 - the covenant contained in Instrument of Transfer No. 1347865 in the Register Book.

Re the whole of the land - as to parts thereof - as to such parts of the said lots coloured blue on the said Plan of Subdivision - the easements (if any) implied Under Section 212 of Act 3791.

As to the land secondly described

As to Lots 33 & 34 on Plan of Subdivision No. 11415 - The Covenant contained in Instrument of Transfer No. 1464219. As to that part of said lots 32, 33 and 34 colored blue - The easements implied under Section 212 of Act 3791.

I, SPENCER HUME JACKSON of 341 Collins Street, Melbourne in the State of Victoria, Managing Director, hereby declare :-

1. That I am the Managing Director and Chairman of Directors of the Transferee Company.
2. That the transaction to which the within-written Instrument relates is not in contravention of the provisions of the National Security (Land Transfer) Regulations and that the Instrument has not been executed in contravention of the said Regulations.

SIGNED by the said SPENCER HUME JACKSON in the presence of :-

*Spencer Hume Jackson*

*J. Green*  
*Solicitor*  
*Melbourne*

The within covenant has been modified by Order of the Supreme Court No. M231 dated 29th May 1984 which order is now attached to this Transfer. 19 JUN 1984



The within Covenant was removed as to Lot 260 on Plan of Subdivision No. 11199 upon registration of Plan T128655E. T128655E 23/6/95



THE WITHIN COVENANT WAS VARIED AS TO LOT 218 ON L.P. 11199 UPON REGISTRATION OF PLAN U519410H

17 JAN 1997



O'DONOHUE & GREEN,  
Solicitors,  
109 Cantonment Street,  
Kilburn.

TRANSFER

BRIGHTON LAND COMPANY LTD.

WALTER FRANK COLEMAN

to

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	INDEXED IN THE BOOK
TRANSFER AS TO PART <i>and</i> TRANSFER AS TO BALANCE	THE 12 <sup>th</sup> DAY OF <i>July</i> 1946	<i>Brighton Land Company Proprietary Limited</i>	2015879

ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME

LAST MENTIONED IN THE REGISTER BOOK VOL. *and* VOL. *under*  
 Vol 5363 Folio 1072540 Vol 5223 Folio 1004908  
 5265 1082010 5286 1077004  
 6875 1374589 5722 1144539  
 7085 1019582 5684 1136715  
 6875 10154598

ASSISTANT REGISTRAR OF TITLES

G124696

IN THE SUPREME COURT )  
 )  
OF VICTORIA )

M. 10740

IN THE MATTER of the Property Law Act  
1958

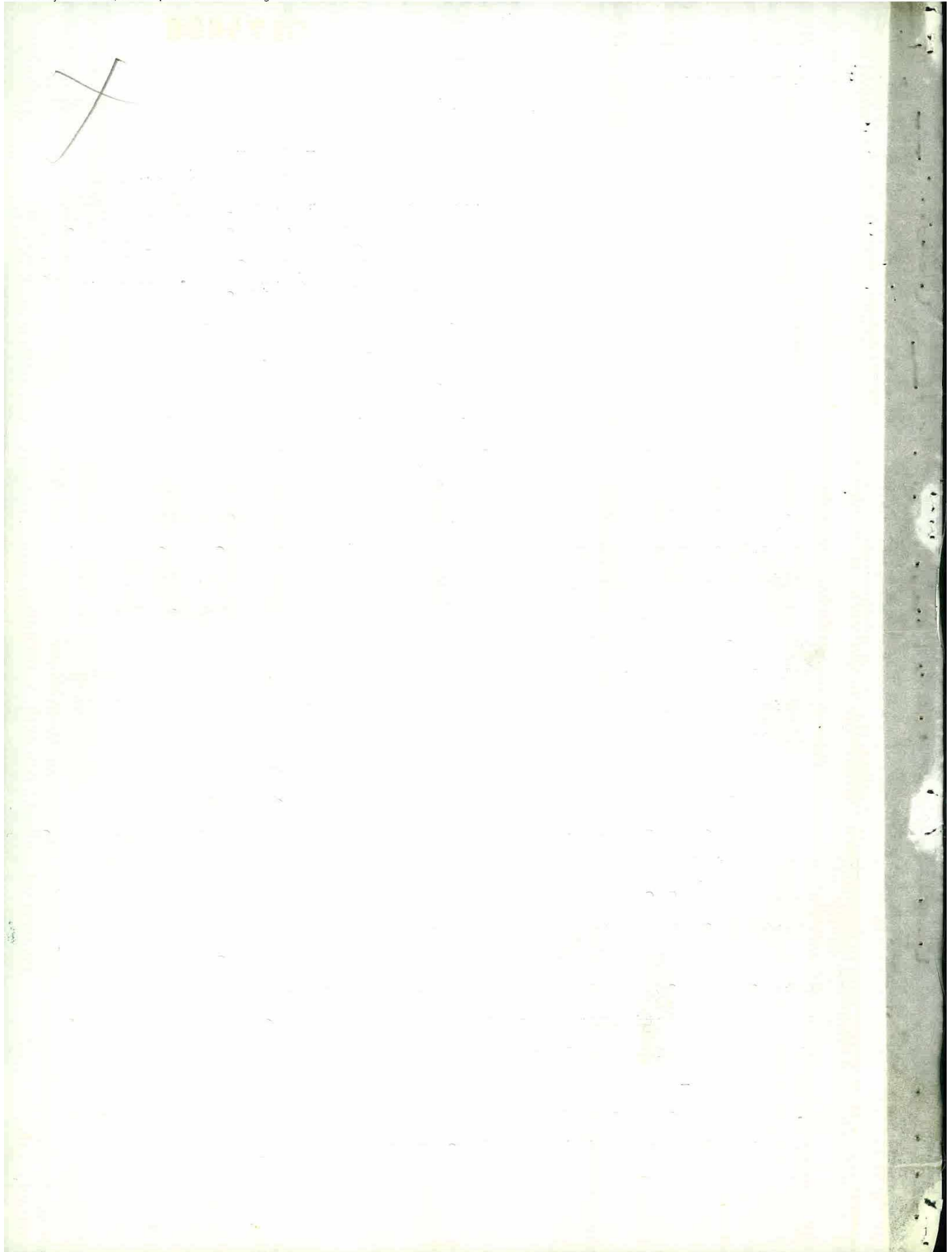
- and -

IN THE MATTER of an Application by  
LOUIS KORONEOS and ANASTASIA KORONEOS  
to modify or discharge the restrictions  
arising under the covenants contained  
in Instrument of Transfer No. 2015379  
in respect of land being Lots 25 and 26  
on Plan of Subdivision No. 11199 lodged  
in the Office of Titles Parish of  
Maribyrnong County of Bourke and being  
the whole of the land described in  
Certificate of Title Volume 7105  
Folios 902 and 903.

BEFORE MASTER BERGERE THE 12TH DAY OF APRIL 1976

UPON HEARING Mr Brear of Counsel for the Applicants on the 8th  
day of September 1976 and the Solicitor for the Applicants this  
day no person appearing to oppose the Application and UPON READING  
the Originating Summons herein and UPON READING the Order made by  
Master Bergere on the 4th day of August 1975 and the several  
Affidavits of LOUIS KORONEOS sworn the 3rd day of June 1975, the  
17th day of June 1975 and the 8th day of July 1975 respectively,  
the several Affidavits of ANDREW GOULOPOULOS sworn the 7th day of  
July 1975 and the 24th day of September 1975 respectively and the  
Affidavit of FREDA MANGOPOULOS sworn the 27th day of August 1975  
and the Affidavit of PAUL VASSILIADIS sworn the 27th day of August  
1975 and the Affidavit of BRUCE ELLIS BARNETT sworn the 21st day of  
August 1975 all filed herein and being saitsfied that the land  
hereinafter referred to is included in a "Local Business Zone" under  
the provisions of the Melbourne and Metropolitan Board of Works  
Planning Scheme and that the restriction contained in the covenant  
hereinafter referred to would impede the reasonable user of the  
land ~~without securing practical benefits to other persons~~ being  
Lots 25 and 26 on Plan of Subdivision Number 11199 and being the  
lands more particularly described in Certificates of Title Volume  
7105 Folio 902 and Volume 7105 Folio 903; *without securing  
practical benefits to other persons*  
I DO ORDER:-

1. That the covenant contained in Instrument of Transfer Number  
2015379 be modified by inserting therein after the words



IN THE SUPREME COURT)  
OF VICTORIA ) M. 10740

IN THE MATTER of the Property  
Law Act 1958

- and -

IN THE MATTER of an Application  
by LOUIS KORONEOS and ANASTASIA  
KORONEOS to modify or discharge  
the restrictions arising under  
the covenants contained in  
Instrument of Transfer No.2015379  
in respect of land being Lots 25  
and 26 on Plan of Subdivision  
No. 11199 lodged in the Office of  
Titles Parish of Maribyrnong  
County of Bourke and being the  
whole of the land described in  
Certificate of Title Volume 7105  
Folios 902 and 903.

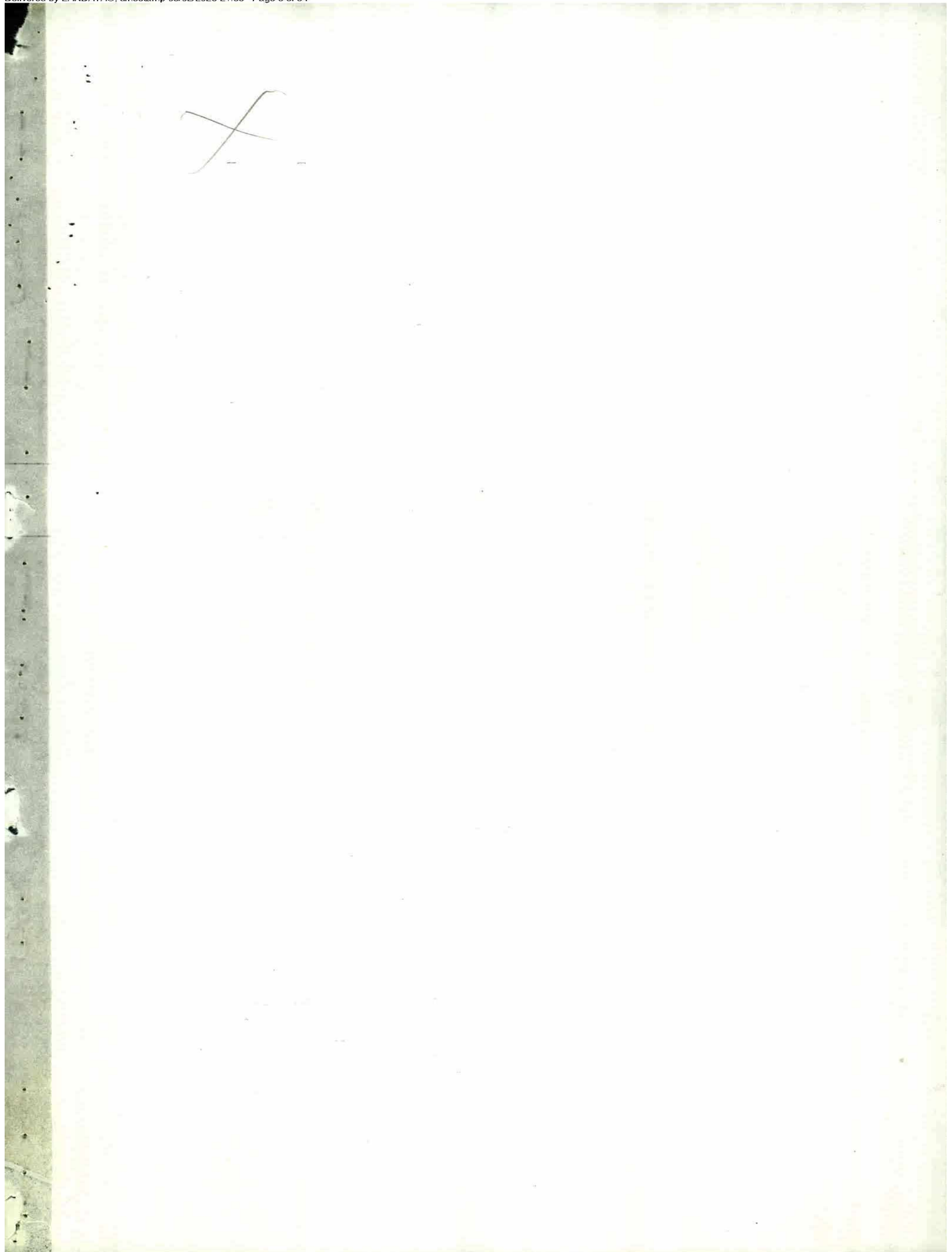
---

O R D E R

---

GOULOPOULOS, SHIELS & CO.  
Solicitors,  
62a Smith Street,  
COLLINGWOOD. 3066.

Tel: 419-2077  
Ref: AG:JEN





- 2 -

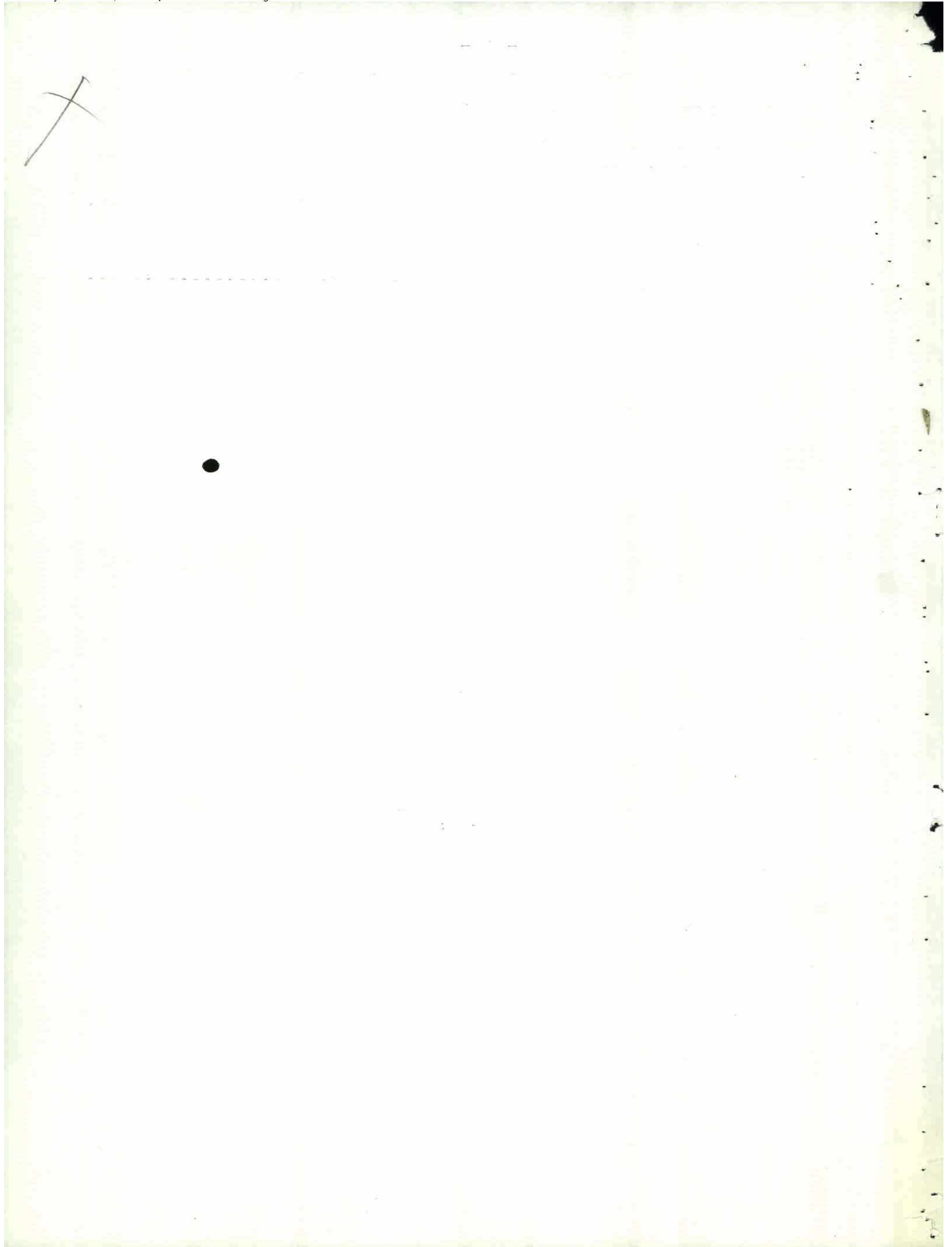
"on any of the Lots hereby transferred except Lots" the figures and symbols "25, 26";

AND I DO FURTHER ORDER:-

1. That within 21 days after this day the Applicants lodge an office copy of this Order with the Registrar of Titles.

  
.....  
MASTER







DATED 1976

L. KORONEOS &  
A. KORONEOS

APPLICATION FOR MODIFICATION OF  
RESTRICTIVE COVENANTS PURSUANT TO  
SECTION 88 OF THE TRANSFER OF LAND  
ACT 1958

GOULPOULOS, SHIELDS & CO.,  
Solicitors,  
62a Smith Street,  
COLLINGWOOD, 3066.  
Tel: 419-2077  
Ref: AG:JEN

G124696

O.C. REGISTER BOOK  
PRESENT ORIGINAL 2015379  
AND RETURN TO FOLLOWERS.

NO PIA, WHIS,  
CAVEATS AFFECT



For name  
As to Dec 88 (1)  
Court Order lgd.  
If 2015379 proceed

Referred to Chief Examiner  
- 7 MAY 1976

Received  
B

1015776

Usual endorsements.  
Attach Court Order to App  
No 2015379

Supervisor  
Registration Bureau

<b>EXPEDITE</b>	
DEALING No.	G124696
<b>REQUIRED IN</b>	
P.S.	118611
7105/902	3/5
903	22-70115



IN THE SUPREME COURT )  
 )  
OF VICTORIA )

1978 No. M13449

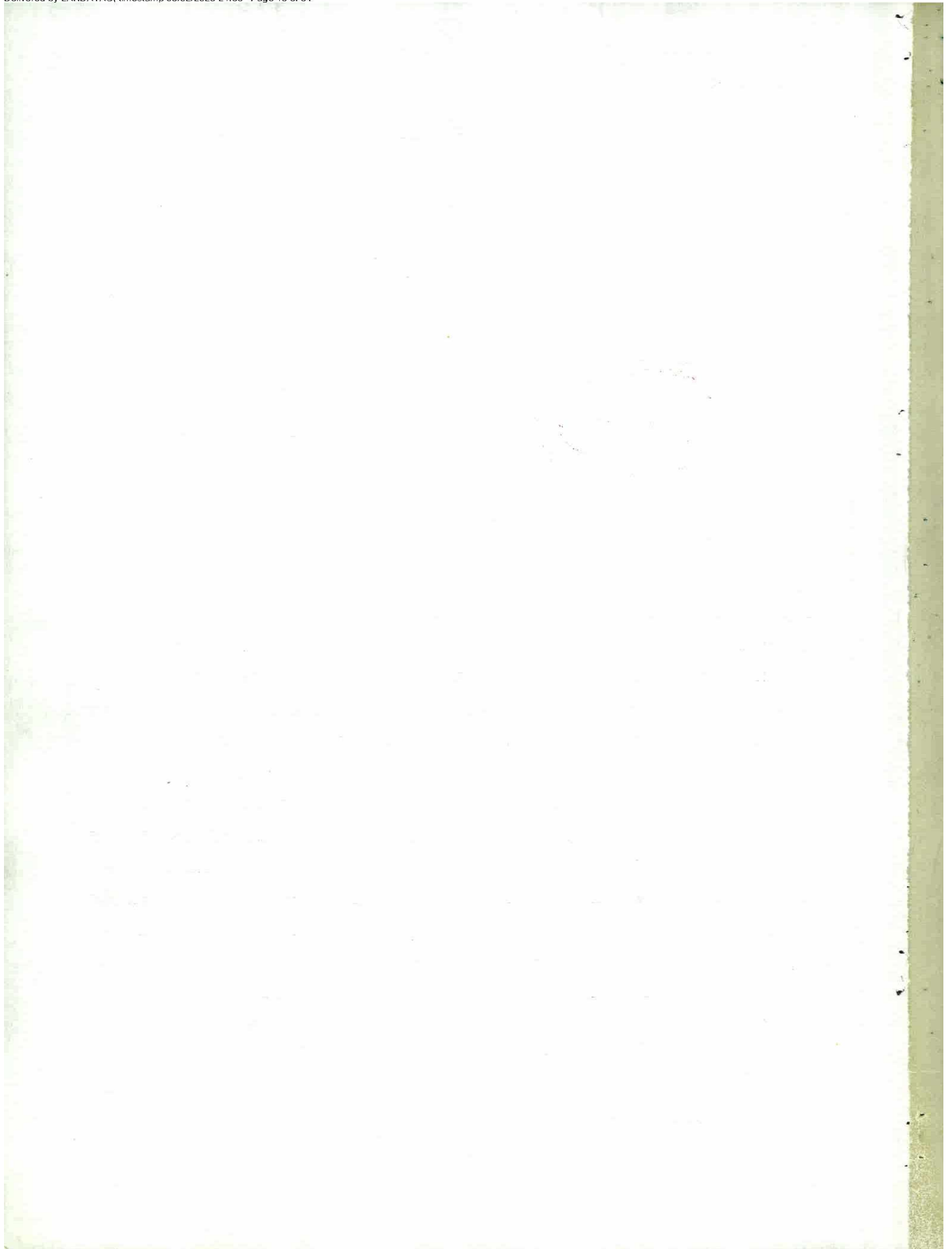
IN THE MATTER of the Property  
Law Act 1958

-and-

IN THE MATTER of an Application  
by CARMELO BORG and FRANCES  
BORG to modify or discharge the  
restrictions arising under the  
covenants contained in Instrument  
of Transfer No. 2015379 in  
respect of land being Lot 40  
on Plan of Subdivision No. 11199  
lodged in the Office of Titles  
and being the whole of the land  
more particularly described in  
Certificate of Title Volume 8119  
Folio 113.

BEFORE MASTER JACOBS THE 30TH DAY OF APRIL, 1979.

UPON HEARING the solicitor for the Applicants and UPON READING  
the summons herein dated the 18th day of December, 1978  
together with the following affidavits, namely the affidavits  
of Carmelo Borg sworn the 28th day of November, 1978 and exhibit  
"A" thereto, and 27th March, 1979; the affidavit of Wallace  
Frederick Warne sworn the 15th day of December, 1978 and  
exhibits "A" and "B" thereto; the affidavit of Raymond Allan  
D'Elton sworn the 15th day of March, 1979 and the affidavit of  
Guy Messina sworn the 30th day of April, 1979 and exhibit "GM1"  
thereto AND UPON BEING SATISFIED that the directions contained  
in the Order of Master Jacobs, dated the 13th day of March, 1979  
have been complied with and that this application is unopposed  
AND UPON BEING FURTHER SATISFIED that the modification of the  
restrictive covenant contained in Instrument of Transfer No.  
2015379 in the manner hereinafter set out will not substantially  
injure the persons entitled to the benefit of the said covenant  
I DO ORDER that the said covenant be and it hereby is modified  
by adding at the end thereof after the words "run with the said  
land" the words "provided that nothing in the foregoing covenant





IN THE SUPREME COURT )  
 ) 1978 No.  
OF VICTORIA ) M13449

IN THE MATTER of the Property  
Law Act 1958

-and-

IN THE MATTER of an Application  
by CARMELO BORG and FRANCES  
BORG to modify or discharge the  
restrictions arising under the  
covenants contained in Instrument  
of Transfer No. 2015379 in  
respect of land being Lot 40  
on Plan of Subdivision No. 11199  
lodged in the Office of Titles  
and being the whole of the land  
more particularly described in  
Certificate of Title Volume 8119  
Folio 113.

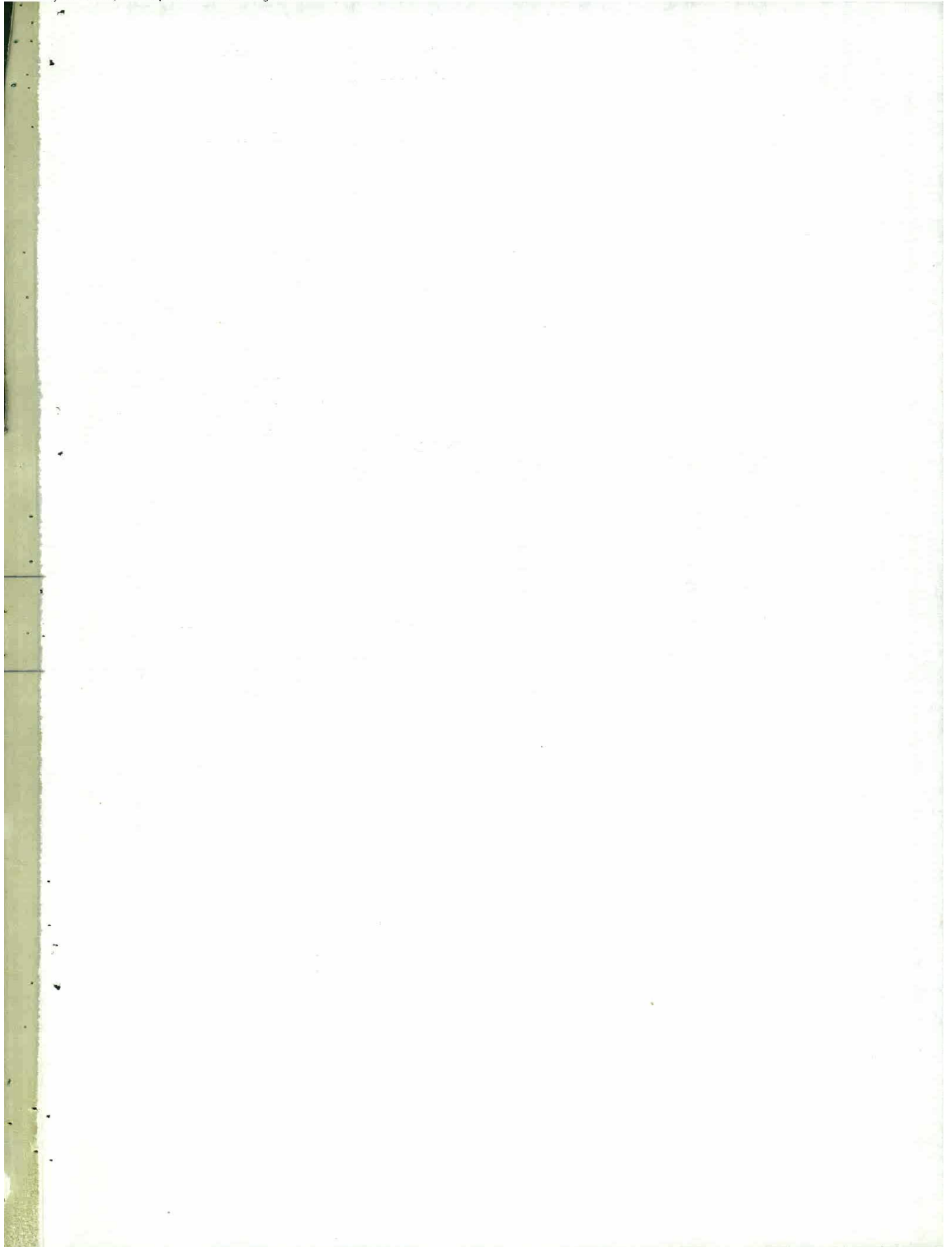
---

O R D E R

---

MESSRS. GILBERT FIELD & WARNE,  
Solicitors,  
406 Collins Street,  
MELBOURNE, VIC., 3000.

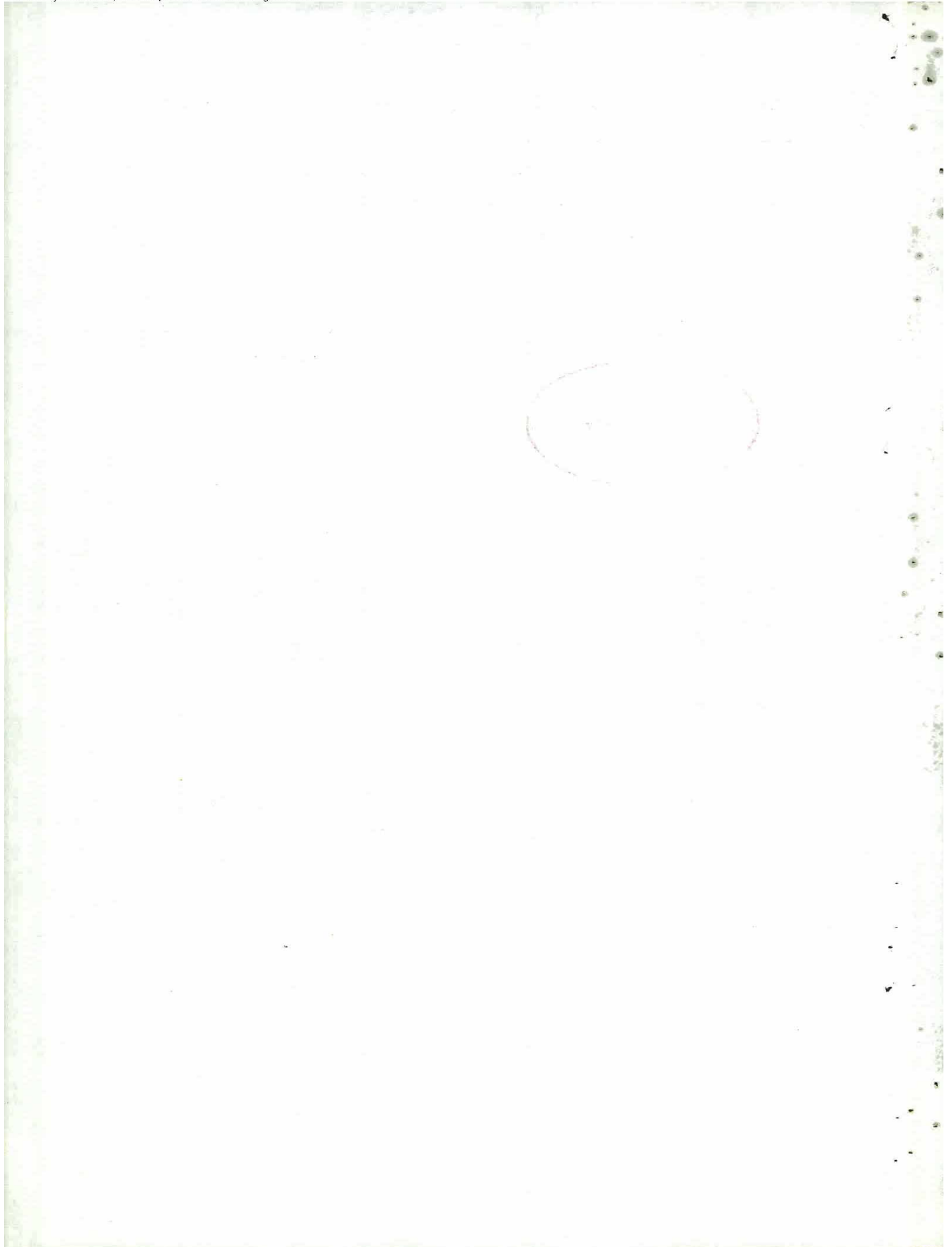
Tel: 67 7727  
Ref: GM:SA



shall preclude the use and the continued use of Lot 40 on Plan of Subdivision No. 11199 as a milk bar and delicatessen and dwelling house." AND IT IS DIRECTED THAT a copy of this Order be lodged with the Registrar of Titles within twenty-one days of the date hereof.



.....  
*A. Jacobs*  
MASTER

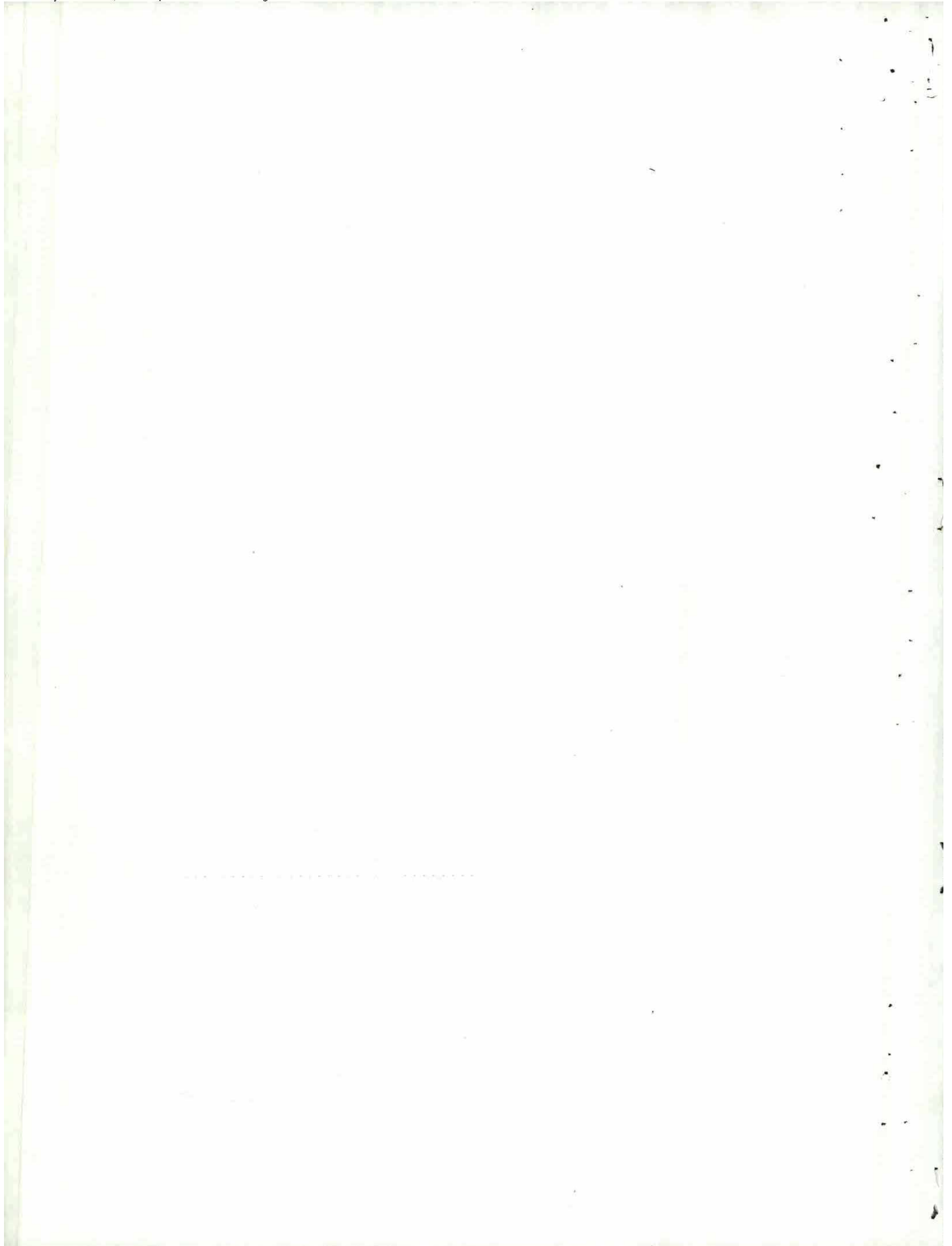


- 2 -

and because there was no objection to the construction of four villa units on the abovementioned property the restriction contained in the abovementioned covenant ought to be deemed obsolete and that the continued existence thereof would impede the reasonable user of the abovementioned property without securing practical benefits to other persons and, in any event, would unless modified so impede such user and, further, that the proposed modification will not substantially injure the persons entitled to the benefit of the said restriction AND I DO ORDER that the covenant contained in Instrument of Title No. 2015379 in the Register Book be modified by inserting therein after the words "on any of the Lots hereby transferred except Lots" the figures and symbols "334, 335" AND I DO FURTHER ORDER that within 21 days after this day the Applicants lodge an office copy of this Order with the Registrar of Titles AND I DO CERTIFY that this was a matter proper for the attendance of Counsel.

  
.....  
SENIOR MASTER





IN THE SUPREME COURT )  
OF VICTORIA )

1984 No. **M 231**

IN THE MATTER of the Property Law Act  
1958 s.84

- and -

IN THE MATTER of the restrictive  
covenant contained in Instrument of  
Transfer No. 2015379 in the Register Book  
affecting the land described in Certifi-  
cate of Title Volume 9100 Folio 261

- and -

IN THE MATTER of an application by  
Giuseppe Sabbatini and Maria Sabbatini  
the registered proprietors of the said  
land situate at 72-74 Walmer Avenue, St.  
Albans for order for the discharge of  
modification of the said restrictive  
covenant.

---

ORDER

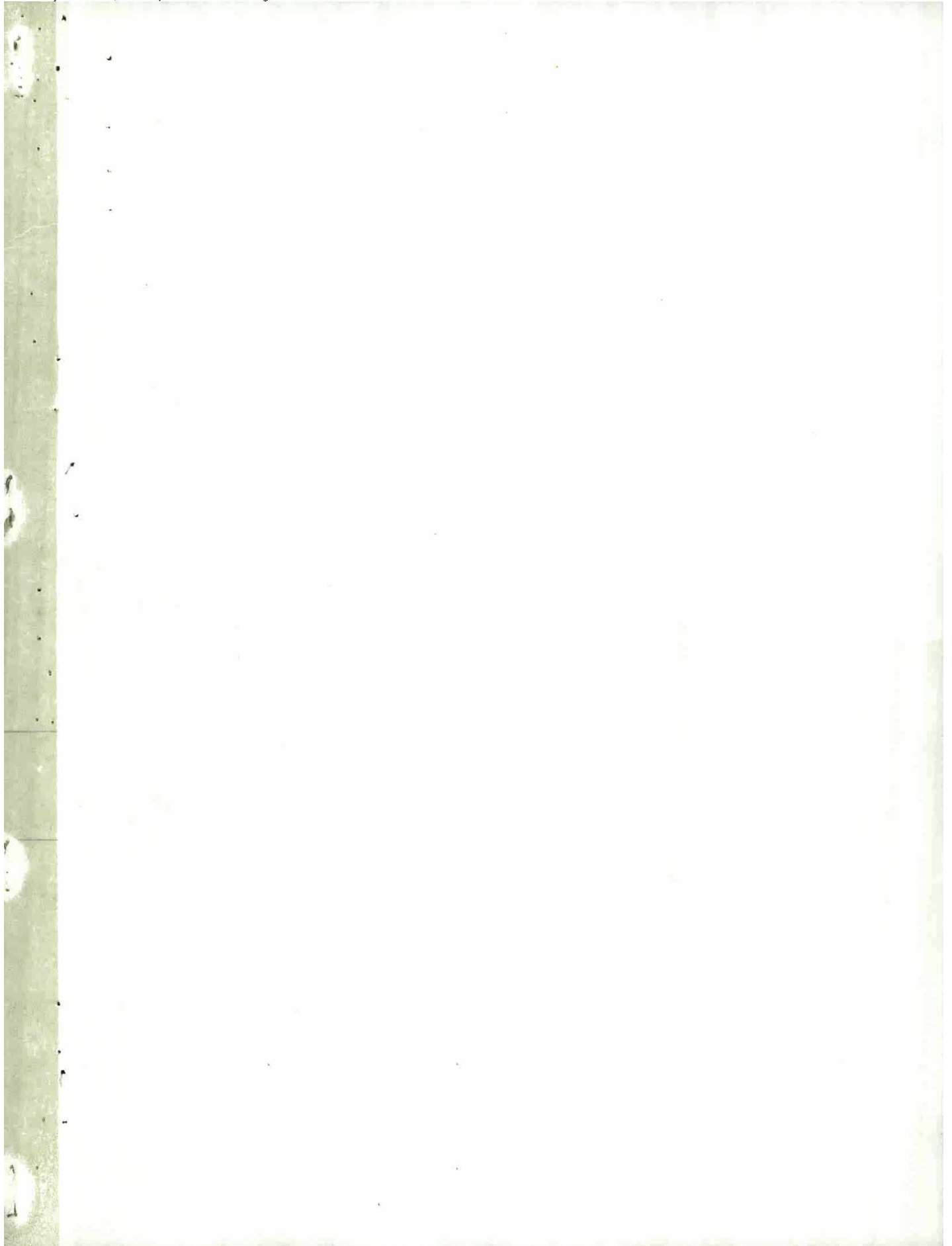
---

CALEANDRO, GUASTALEGNAME & CO.,  
Solicitors,  
119 Hopkins Street,  
FOOTSCRAY, VIC., 3011.

TEL: 689-3111

REF: FG:LG

81101





IN THE SUPREME COURT )  
OF VICTORIA )

1984 No. *M 231*

IN THE MATTER of the Property  
Law Act 1958 s.84

- and -

IN THE MATTER of the restrictive  
covenant contained in Instrument  
of Transfer No. 2015379 in the  
Register Book affecting the land  
described in Certificate of Title  
Volume 9100 Folio 261

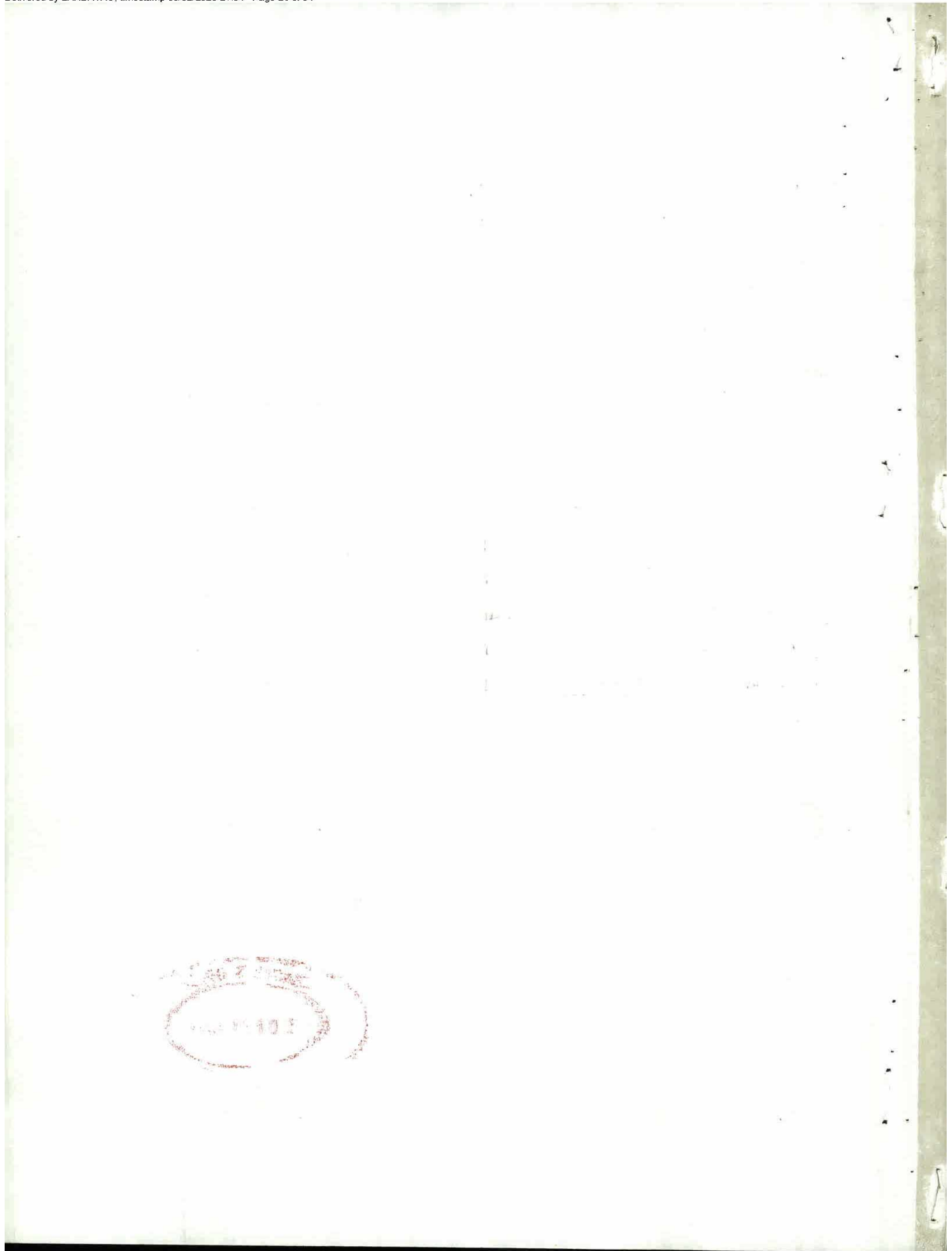
- and -

IN THE MATTER of an application  
by Giuseppe Sabbatini and Maria  
Sabbatini the registered proprie-  
tors of the said land situate at  
72-74 Walmer Avenue, St. Albans  
for order for the discharge or  
modification of the said restric-  
tive covenant.

BEFORE SENIOR MASTER MAHONY  
THE 29TH MAY, 1984

UPON HEARING Mr. Shatin of Counsel for the Applicants on the 4th,  
8th and 29th days of May, 1984 AND UPON no person appearing to  
oppose the Application AND UPON READING the Chamber Summons  
dated the 8th May, 1984 and the Order made by me on the 8th May,  
1984 and the several Affidavits of FRANK GUASTALEGNONE sworn the  
19th April, 1984 and on the 29th May, 1984 and the exhibits thereto  
and the Affidavit of GIUSEPPE SABBATINI sworn on the 19th April,  
1984 and the exhibits thereto and the Affidavit of DIANE MORRISON  
sworn on the 3rd May, 1984 AND UPON READING the documents  
produced by the Registrar of Titles pursuant to and in accordance  
with the Subpoena dated the 7th May, 1984 AND UPON READING the  
file in the proceedings in the Supreme Court numbered M10740 I  
DECLARE that I am satisfied that by reason of changes in the  
character of the abovementioned property and the neighbourhood

**MASTER'S OFFICE**  
**MELBOURNE**





2.  
In Care

£ \$297 T728655E

WESTSUBS CONVEYANCING  
L.P.O. BOX 28  
SEDDON WEST 3011

Customer Code: 3154D

FORM 10  
Reg 41 (2) Subdivision (Procedures) Regulations 1989

Section 22  
Subdivision Act 1988

Application to register a plan of creation removal or variation of an easement or restriction not done as part of a plan of subdivision or plan of consolidation.

TO: The Registrar

This is an application under Section 22 of the Subdivision Act 1988 for the registration of Plan of variation of a restriction.

1. Applicant:

Gunther Rudolph Tonn & Renate Frieda Tonn and Horst Warncke and Christa Marion Warncke all of 35-41 Conrad Street, St.Albans

2. Land in Plan:

Benefited Land

Burdened Land

Land referred to in Transfer  
No. 2015379

Volume 8115 Folio 741

3. Municipal district in which land is located:

Brimbank City Council, Old Calder Highway, Keilor

*[Signature]*  
.....  
Gunther Rudolph Tonn

*[Signature]*  
.....  
Renate Frieda Tonn

*[Signature]*  
.....  
Horst Warncke

*[Signature]*  
.....  
Christa Marion Warncke

Date: 14-6-95

Note 1: This form is to be used when an easement or restriction is created, varied or removed following direction under Section 23 of the Subdivision Act 1988 or for the removal of an easement following an order under section 36 of the Subdivision Act 1988.

Note 2: The direction under section 23 or the order under section 36 must be produced to the Registrar

LODGE AS A DEALING

23RE  
ACCEPT  
\$297  
P2T2 - & PERMIT.  
CT(1) VOL 8115 FOL. 741  
in D/M/TGE No T728654H

*[Handwritten initials]*



# BRIMBANK CITY COUNCIL

Form 4.4

## PLANNING PERMIT

**Permit No.** P4069  
**Planning Scheme:** KEILOR PLANNING SCHEME  
**Responsible Authority:** BRIMBANK CITY COUNCIL

### ADDRESS OF THE LAND

Lot 260, L.P. 11199, 42 Station Avenue, St Albans.

### THIS PERMIT ALLOWS

Removal of the restriction contained in transfer 2015379 as it applies to V8115 F741.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

---

Date Issued 25 MAY 1995

Planning and Environment Regulations 1988 Form 4.4

ID:H:\SP2505B96.SAM

Signature for the  
Responsible Authority \_\_\_\_\_  
(Sheet 1 of 1)



## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- \* from the date specified in the permit, or
- \* if no date is specified, from:
  - (i) the date of the decision of the Administrative Appeals Tribunal, if the permit was issued at the direction of the Tribunal, or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

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

### WHAT ABOUT APPEALS?

- \* The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Administrative Appeals Tribunal where, in which case no right of appeal exists.
- \* An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously in which case the appeal must be lodged within 60 days after the giving of that notice.
- \* An appeal is lodged with the Administrative Appeals Tribunal.
- \* An appeal must be made on a Notice of Appeal form which can be obtained from the Administrative Appeals Tribunal, and be accompanied by the prescribed fee.
- \* An appeal must state the grounds upon which it is based.
- \* An appeal must also be served on the Responsible Authority.
- \* Details about appeals and the fees payable can be obtained from the Administrative Appeals Tribunal



150695 1352 23RE \$297 T728655E

Reg. 17 Subdivision (Procedures) Regulations 1989

MADE AVAILABLE TO ISSUE TO

SUBDIVISION ACT 1988

PLAN OF REMOVAL OF RESTRICTION

Upon registration of this plan the following restriction is to be removed

This removal is required or authorised by planning permit number issued by the City of Brimbank.

**Land over which the restriction is to be removed:**

No. 42 Station Avenue, St Albans being all the land in Lot 260 on Plan of Subdivision No. 11199 and further being all the land contained in Certificate of Title Volume 8115 Folio 741.

Identity of restriction: Transfer No. 2015379

- 1. This plan is certified under Section 6 of the Subdivision Act 1988.
- 2. This is a Statement of Compliance issued under Section 21 of the Subdivision Act 1988.

\* (Council delegate)

\* (Council seal)

Date 31-5-95

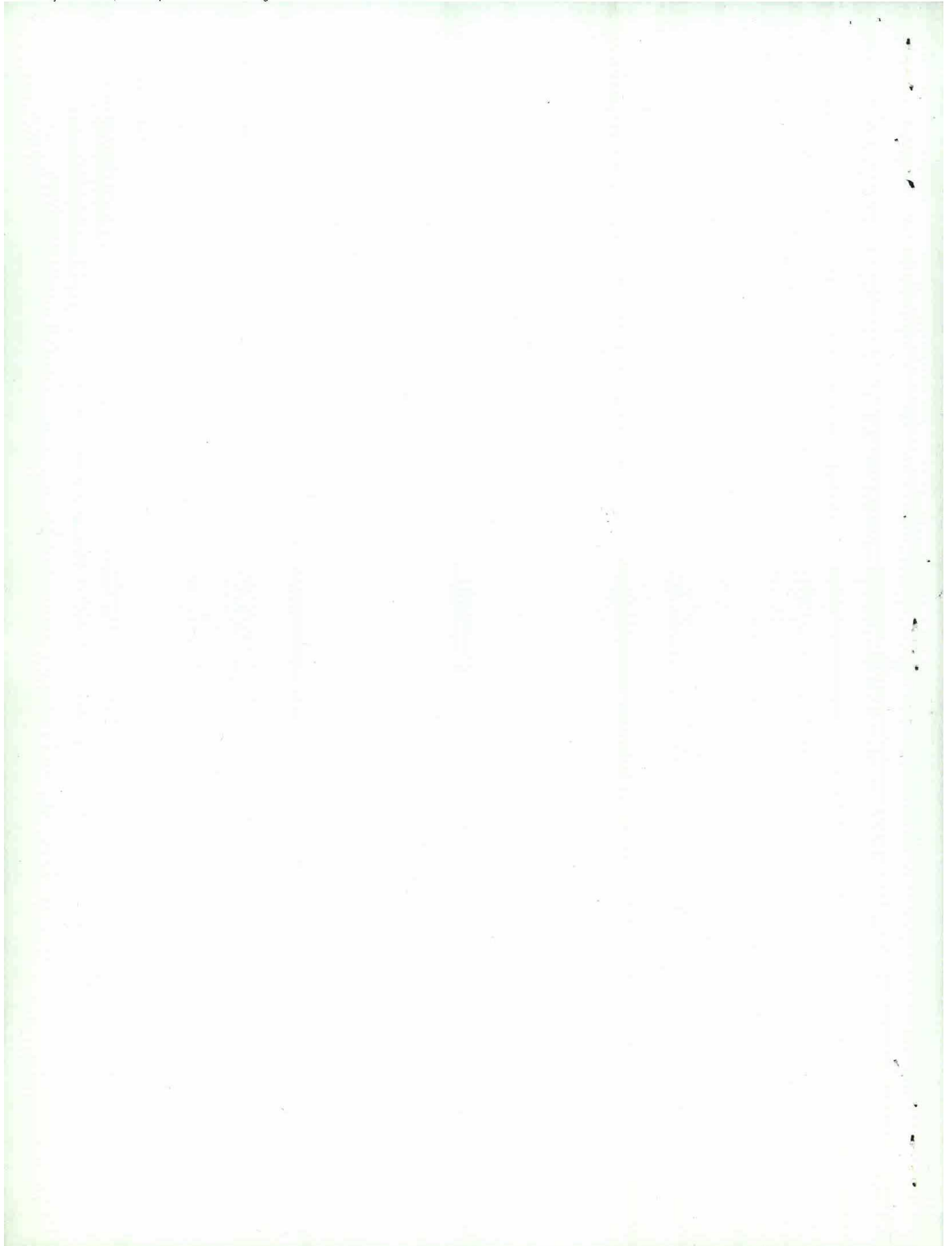
Applicant: Gunther Rudolf Tonn  
Renate Frieda Tonn  
Horst Warncke  
Christa Marion Warncke

PLAN REGISTERED  
Time 3.30  
Date 20/6/95  
Assistant Registrar of Titles

Date: 14-6-95

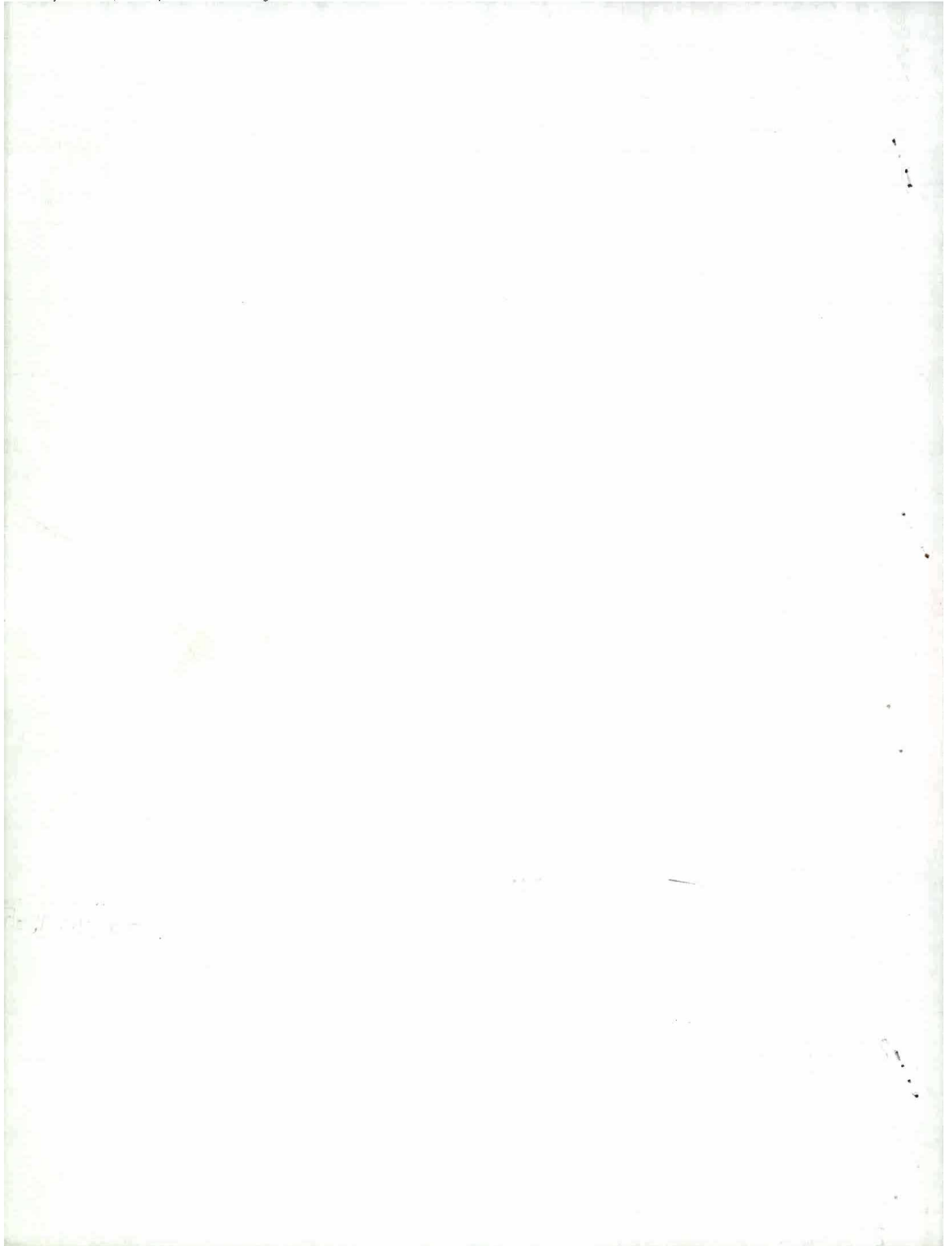
Sheet 1 of 1 Sheet

COUNCIL REF. S. 4077 SK  
S. 4069









# PLAN OF SUBDIVISION OF CROWN ALLOT 10 & PART OF 15 PARISH OF MARIBYRNONG

COUNTY OF BOURKE  
 Vol. 5066 Fol. 084

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  
 AND SEWERAGE

**ENCUMBRANCES**  
 AS TO THE LAND MARKED E-4  
 ANY EASEMENTS AFFECTING  
 THE SAME

**LP 11199**  
 EDITION 2  
 PLAN MAY BE LODGED

**4 SHEETS**  
**SHEET 1**

**COLOUR CODE**

E-1=BLUE  
 R1, R2, E-2 & E-4 = BROWN  
 E-3 = CROSS HATCHED RED OVER BLUE  
 ROADS COLOURED BROWN

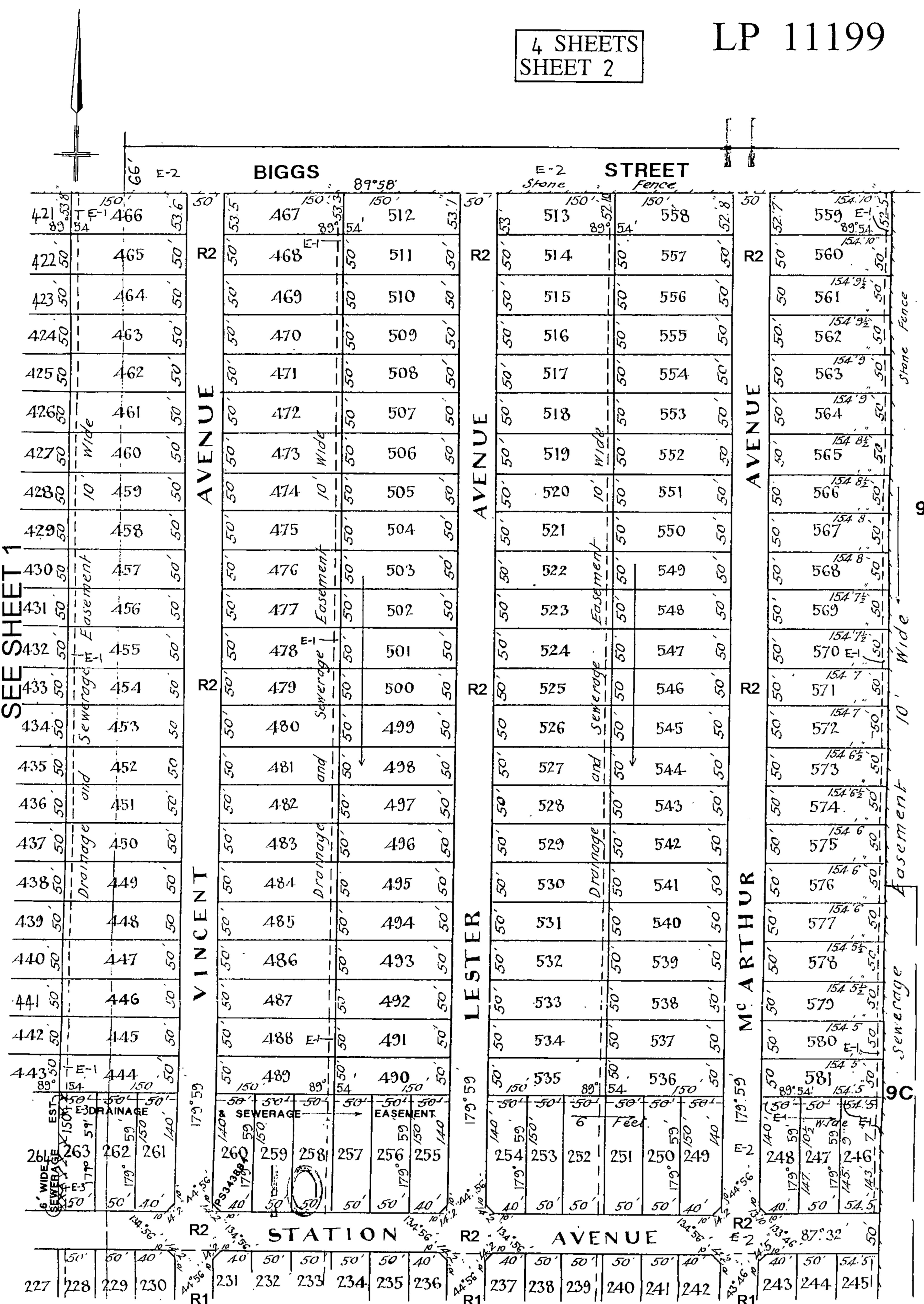
328	329	374	375	420	421	466
327	330	373	376	419	422	465
326	331	372	377	418	423	464
325	332	371	378	417	424	463
324	333	370	379	416	425	462
323	334	369	380	415	426	461
322	335	368	381	414	427	460
321	336	367	382	413	428	459
320	337	366	383	412	429	458
319	338	365	384	411	430	457
318	339	364	385	410	431	456
317	340	363	386	409	432	455
316	341	362	387	408	433	454
315	342	361	388	407	434	453
314	343	360	389	406	435	452
313	344	359	390	405	436	451
312	345	358	391	404	437	450
311	346	357	392	403	438	449
310	347	356	393	402	439	448
309	348	355	394	401	440	447
308	349	354	395	400	441	446
307	350	353	396	399	442	445
306	351	352	397	398	443	444
305						

SEE SHEET 4

SEE SHEET 2

4 SHEETS  
SHEET 2

LP 11199



SEE SHEET 1

SEE SHEET 3

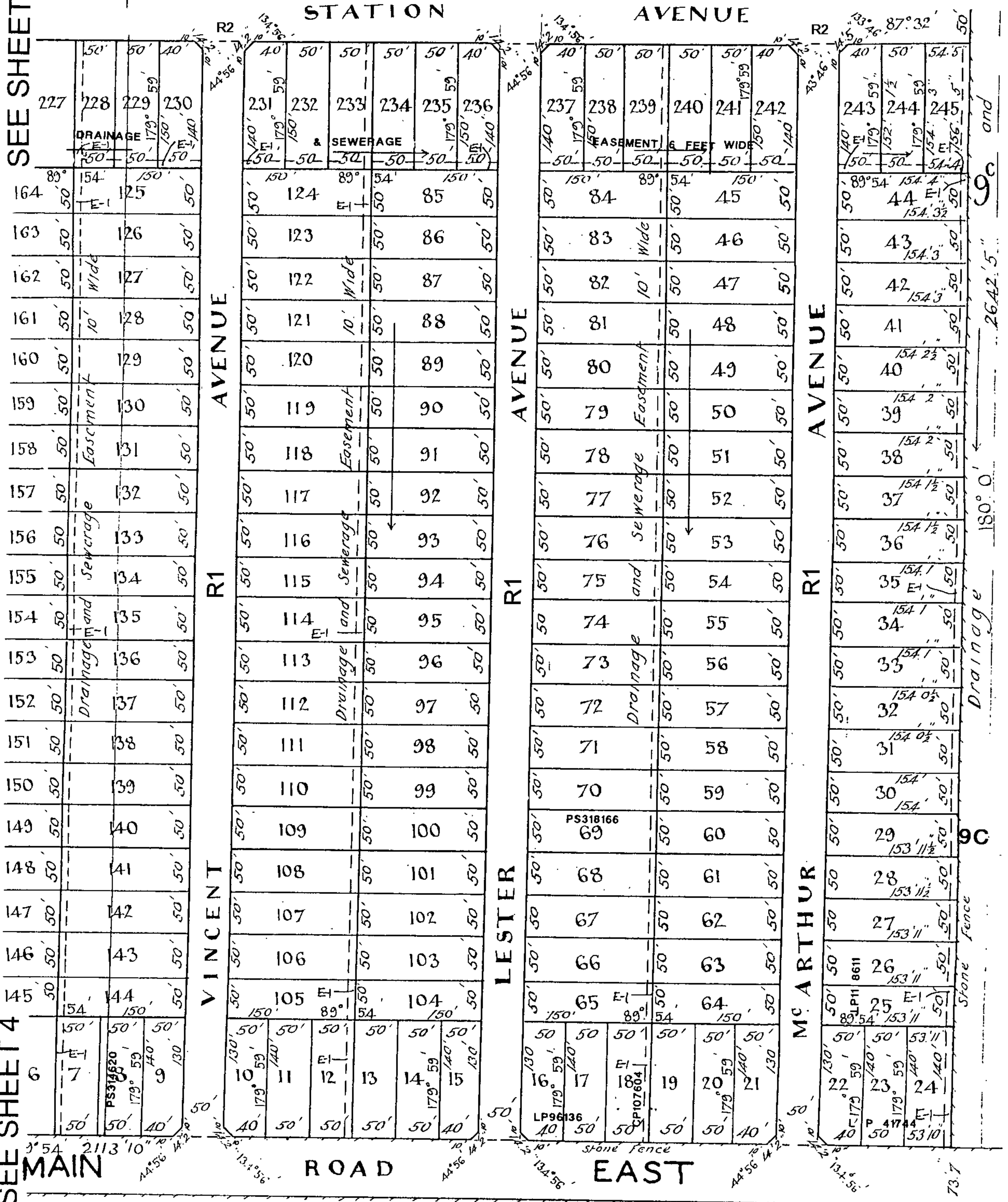
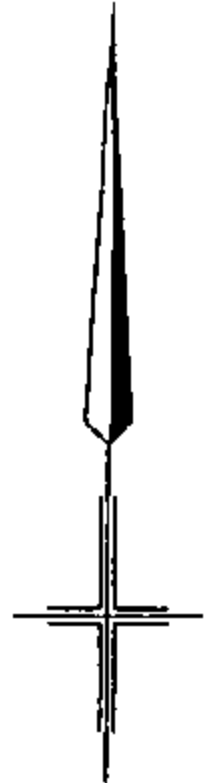
LP 11199

4 SHEETS  
SHEET 3

SEE SHEET 2

SEE SHEET 4

SEE SHEET 4



9c

180.0'

9c

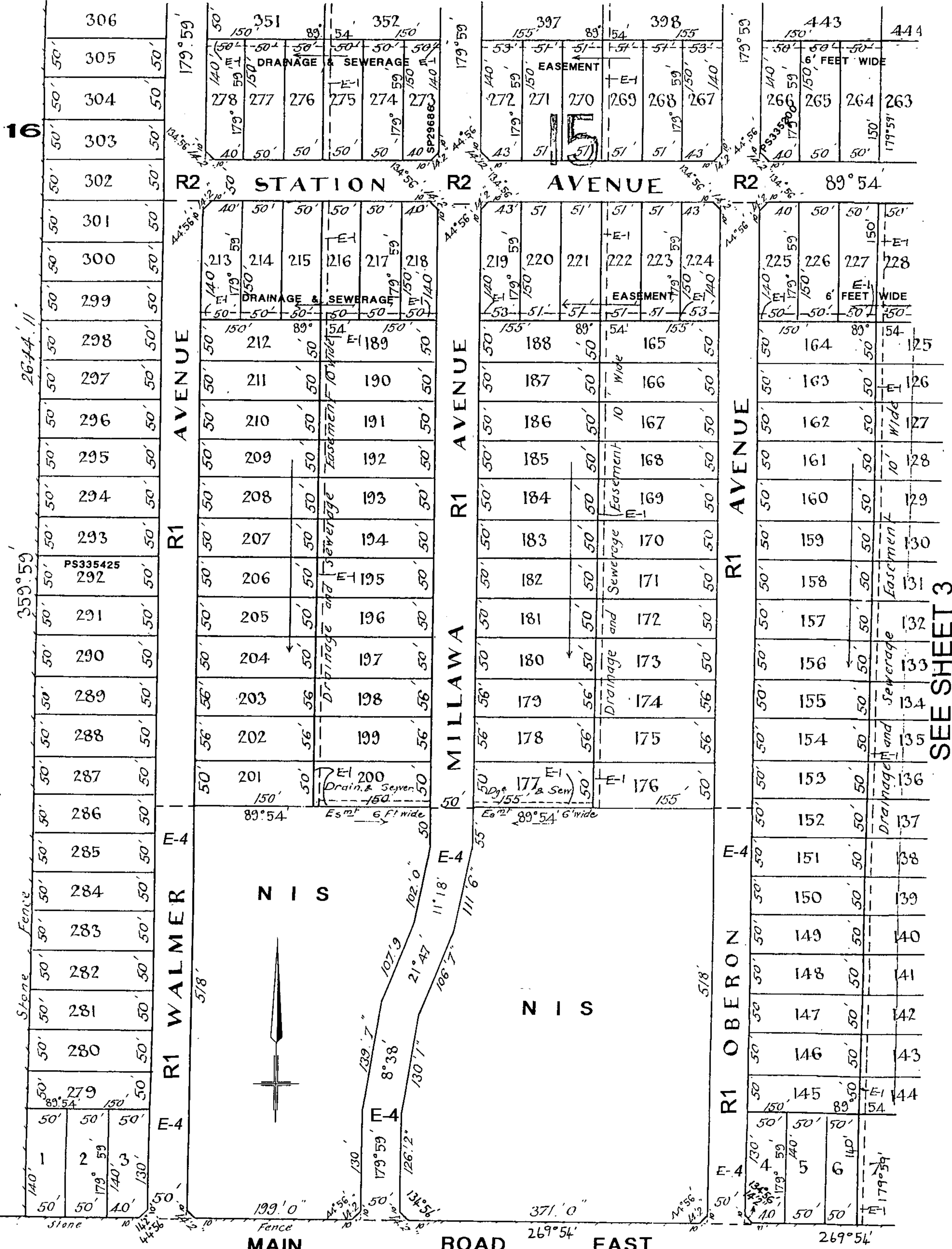
Stone fence

P.W.

SEE SHEET 1

4 SHEETS  
SHEET 4

LP 11199



SEE SHEET 3



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 February 2025 09:29 PM

## PROPERTY DETAILS

Address: **46 VINCENT AVENUE ST ALBANS 3021**  
 Lot and Plan Number: **Lot 487 LP11199**  
 Standard Parcel Identifier (SPI): **487\LP11199**  
 Local Government Area (Council): **BRIMBANK**  
 Council Property Number: **317362**  
 Planning Scheme: **Brimbank**  
 Directory Reference: **Melway 14 C12**

[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

[Planning Scheme - Brimbank](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ST ALBANS**

## OTHER

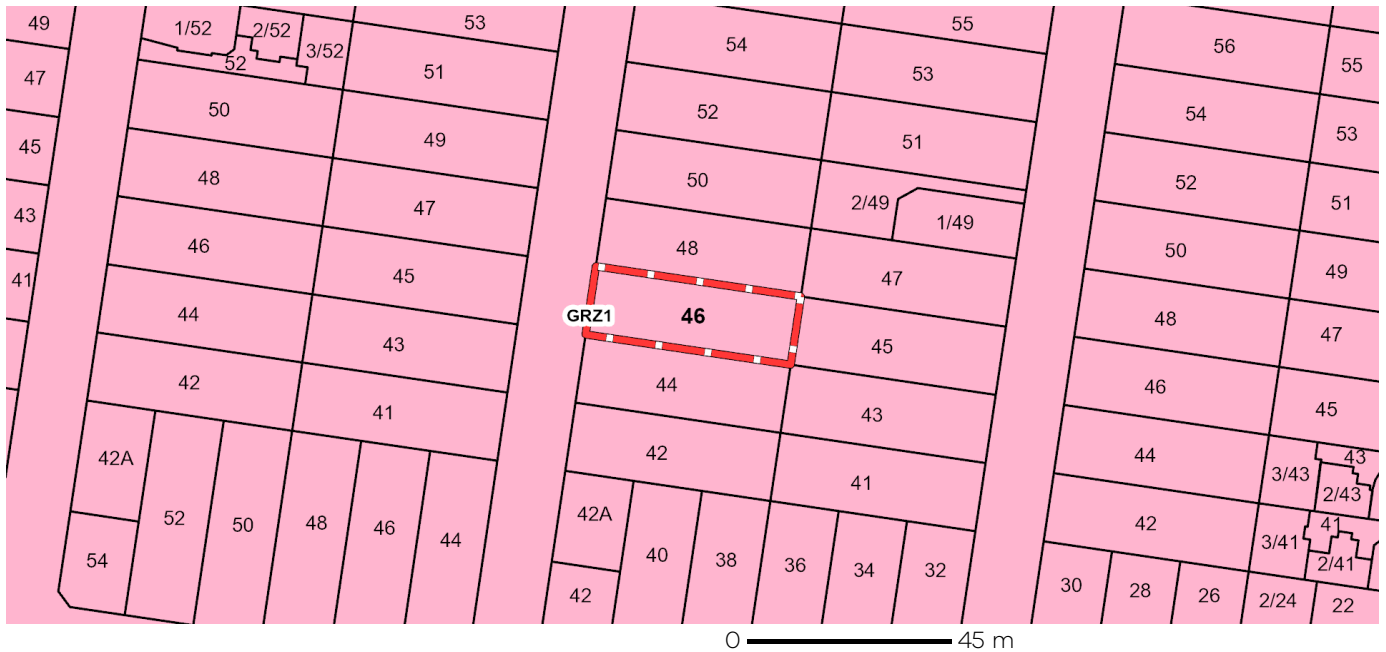
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



**GRZ - General Residential**

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



## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



## Further Planning Information

Planning scheme data last updated on 30 January 2025.

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>

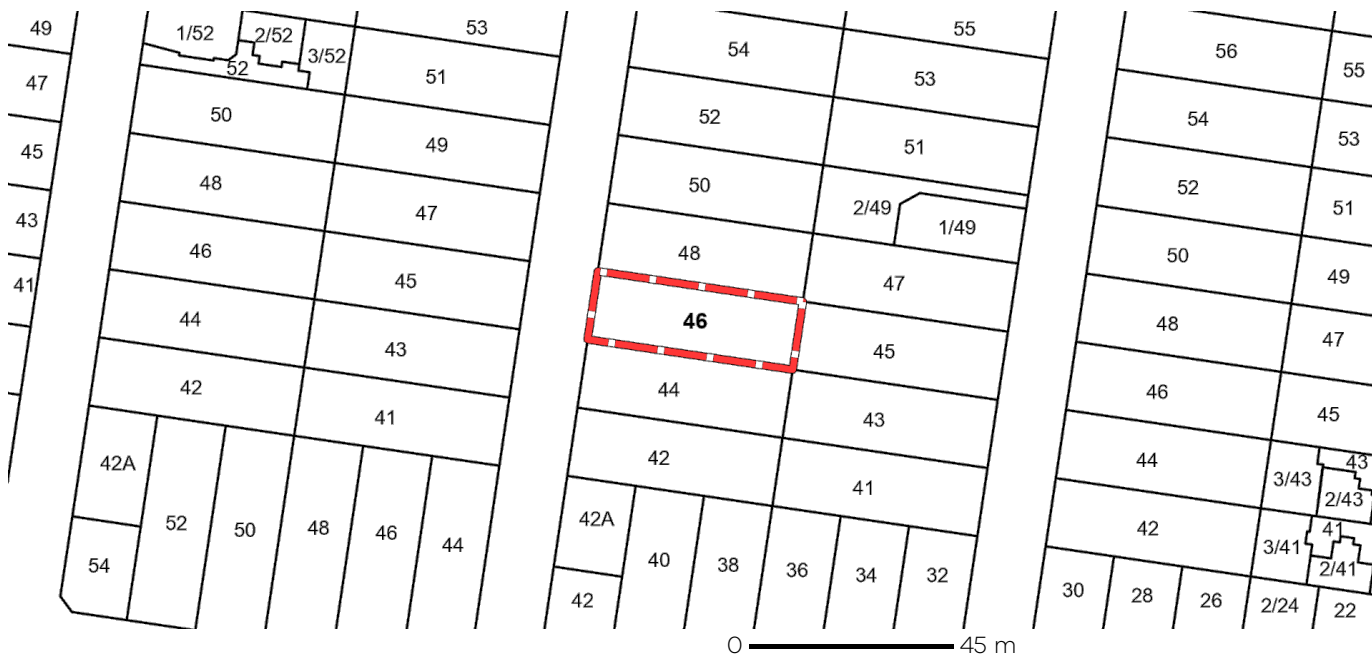
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](#)

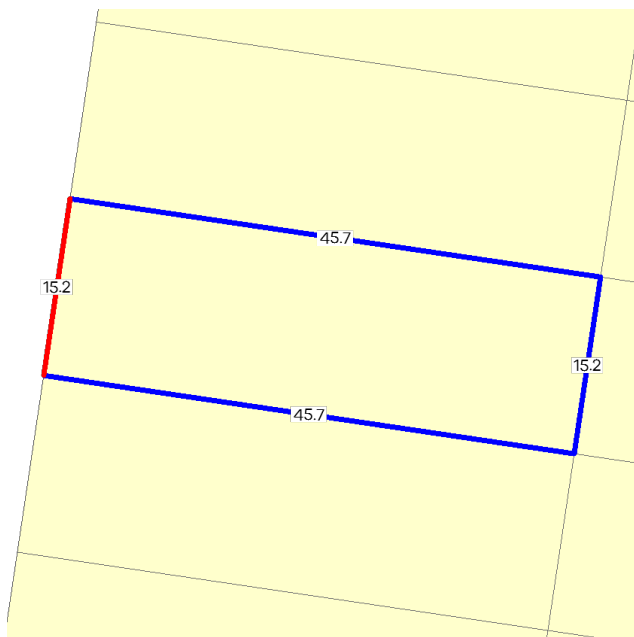
## PROPERTY DETAILS

Address: **46 VINCENT AVENUE ST ALBANS 3021**  
Lot and Plan Number: **Lot 487 LP11199**  
Standard Parcel Identifier (SPI): **487\LP11199**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **317362**  
Directory Reference: **Melway 14 C12**

[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 697 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: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ST ALBANS**

## 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.

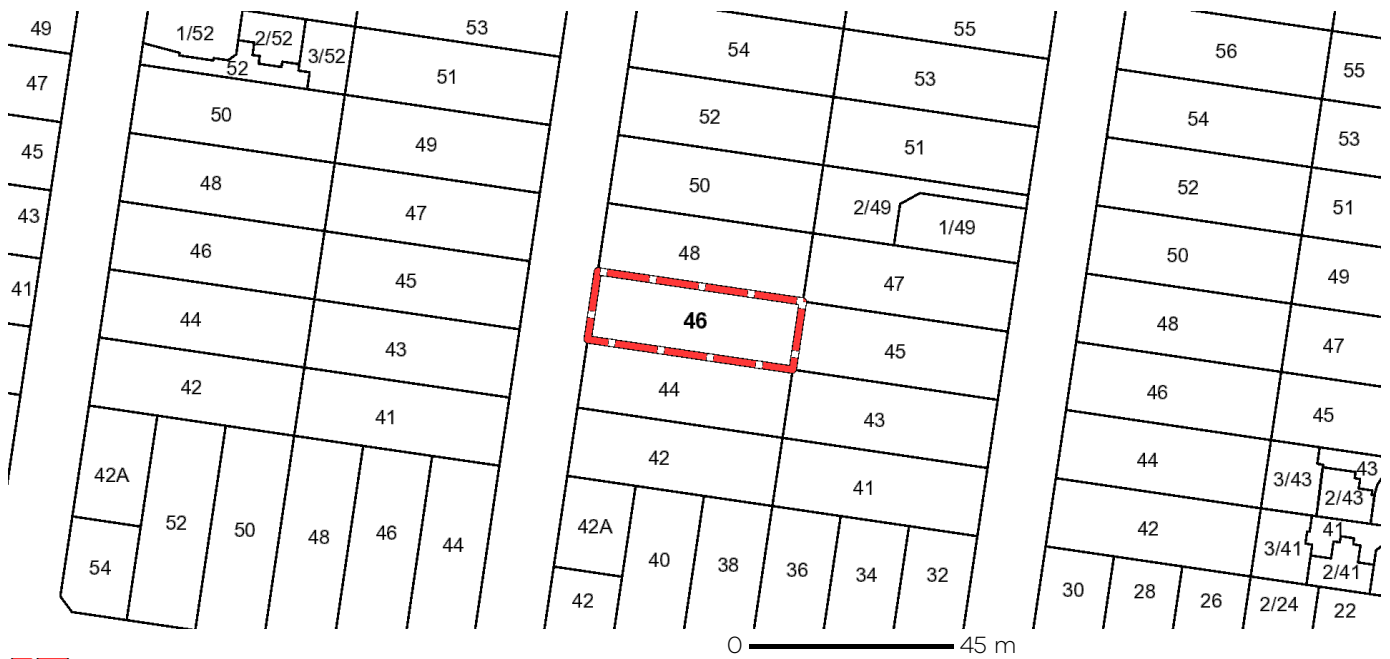
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



 Selected Property



Get your bill delivered straight to your inbox

Go to [gww.com.au](http://gww.com.au) to switch to e-bills.

MR D & MRS I KOSTROMAN  
6 PINTAIL CR  
TAYLORS LAKES VIC 3038

**Account number**

**74797 21000**

**Tax Invoice** 747446871325

**Date of issue** 14 Oct 2024

**Service address**

46 Vincent Avenue, St Albans  
VIC, 3021

**Amount to pay**

**\$180.63**

Previous bill	\$148.53
Payments received	-\$148.53
Balance	\$0.00
Current charges	\$180.63
<b>Total charges</b>	<b>\$180.63</b>

**Pay by**

**14 Feb 2025**

Having trouble paying your bill?

Call us on **13 44 99** or visit [gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**  
Set up direct debit at [gww.com.au](http://gww.com.au) or call **13 44 99**



**BPAY**  
Bill code: **8789**  
Ref: **74797210006**  
Go to [bpay.com.au](http://bpay.com.au)  
® Registered to BPAY Pty Ltd  
ABN 69 079 137 518



**Credit card**  
Pay by credit card at [gww.com.au](http://gww.com.au) or call **13 44 99**



**Australia Post**  
Billpay code: **0362**  
Ref: **0747 9721 0003**  
Pay at any post office, by phone **13 18 16**, at [postbillpay.com.au](http://postbillpay.com.au), or via AusPost app

**Centrepay**

Make regular deductions from your Centrelink payments.  
Call **13 44 99** or visit [centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water reference: **555-054-071-L**  
Your account number: **74797 21000**

655444-003 004757(40713)



\*362 074797210003



# 2024-25 Annual Rates and Charges Second Instalment Reminder Notice

For the Period 1 July 2024 to 30 June 2025



MR D & MRS I KOSTROMAN  
6 PINTAIL CRESCENT  
TAYLORS LAKES VIC 3038



025  
I004866  
DLX1\_11611

Property **46 VINCENT AVENUE ST ALBANS VIC 3021  
LOT 487 PLN 11199**

### Particulars of Rates and Charges:

2nd Instalment 2024/2025 due 30 Nov 2024 \$479.92  
Balance of 2024/2025 Rates and Charges \$960.00

**Total Balance Rates and Charges 2024/2025 \$1,439.92**

### Tax Invoice

**Assessment No.** 0317362

**Date of Issue** 21 Oct 2024

### Rate Enquiries

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

TTY: 03 9249 4999

Web: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

Email: [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

Arrears Due Immediately Amount Payable	Due Date

Instalment 2 Amount Payable	Due Date
<b>\$479.92</b>	<b>30 Nov 2024</b>

Instalment 3 Amount Payable	Due Date
\$480.00	28 Feb 2025

Instalment 4 Amount Payable	Due Date
\$480.00	31 May 2025

Late payments will attract interest at 10%

**Payments made on or after 14 October 2024 may not have been deducted from this account.**

**Instalment Notices will be issued for the 3rd and 4th instalment prior to the due date.**

### Payment options (More payment options overleaf). *Please return this section if paying by mail.*

**Online**  
Visit the Brimbank City Council website  
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
\* additional charges may apply

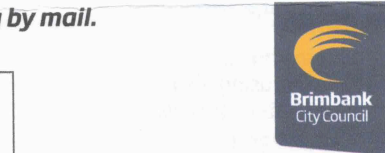
To have your notices emailed  
Register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)  
Reference No: **8FD4AB506G**

**BPAY**  
Billers Code: 93948  
Ref: 0000 0317 362  
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account  
More info: [bpay.com.au](http://bpay.com.au)

**Post Billpay**  
Billpay Code: 0355  
Ref: 317362  
Pay in-store at Australia Post, by phone 13 18 16 or online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*355 317362



Assessment No 0317362

**Arrears/Instalment Amount Payable**  
**\$479.92**

**Payment Due By**  
**30 November 2024**

**eNotices** **GO TO BRIMBANK.ENOTICES.COM.AU** Register now at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)

**Reprinted Notices**  
To view and reprint your notices register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au). You can extract a PDF copy at any time.

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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