# Stamford Lawyers

# **Contract of Sale**

Vendor: Mario Huynh and Wendy Ung

Property: 37 McLennan Street, Braybrook VIC 3019

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**WARNING TO ESTATE AGENTS** DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

# Property address

# 37 MCLENNAN STREET, BRAYBROOK VIC 3019

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.

# SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract. SIGNED BY THE PURCHASER: on 14/3 12004 2025 JTKG INVESTMENTS PTY LTD Print name(s) of person(s) signing: AS TRUSTEE FOR GROZDANOVSKI FAMILY TRUST State nature of authority, if applicable: ] clear business days (3 clear business days if none specified) This offer will lapse unless accepted within [ SIGNED BY THE VENDOR: MARIO HUYNH AND WENDY UNG Print name(s) of person(s) signing: State nature of authority, if applicable:

# IMPORTANT NOTICE TO PURCHASERS

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

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

You may end this contract within 3 clear business days of the day that you sign the

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

- 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.
- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- 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.

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

# NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the Sale of Land Act 1962)

You may negotiate with the vendor 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 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 REAL ESTATE SUNSHINE

Address:

3/24 Devonshire Road, Sunshine VIC 3020

Telephone:

0432 455 888 Facsimile:

Contact: ttruong@whiteknightestateagents.com.au

# Vendor:

Name:

MARIO HUYNH AND WENDY UNG

Address:

# Vendor's Legal Practitioner or Conveyancer:

Name:

STAMFORD LAWYERS

Address:

Level 1, 104 Burwood Road, Hawthorn VIC 3122

Telephone:

8625 3900

Facsimile: 8625 3933

Email: Rng@stamfordlawyers.com.au

# Purchaser:

Name: JTKG INVESTMENTS PTY LTD AS TRUSTEE FOR GROZPANOVSKI Address: 46 MELFIN DRIVE, HILLSIDE VIC 3037 FAMILY TRUST

Telephone:

Email: 20 ren 1 @ bigpond.com

# Purchaser's Legal Practitioner or Conveyancer

Name: VICLAND CONVEYANCING

Address: 98 PC BOX 96 DALLAS VICTURIA 3047

Telephone: (03) 9357 7506 Facsimile:

Email: info @ victord conveyancing com. au

# Land (General conditions 3 and 9):

The land is described as

Certificate of Title Volume 10282 Folio 022 being Lot 1 on TP 86443S

OR

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

The land includes all improvements and fixtures.

# PARTICULARS OF SALE continued (pg 2)

Goods sold with the Land (general condition 2.3(f)) (list or attach schedule):			
All fixed fittings and fixtures as inspected			
Property Address:			
The address of the land is: 37 Mclennan Street, Braybrook Vic 3019			
Payment (general condition 11)			
Price \$ \$40,000			
Deposit \$ 42,000 by 28/3/25 (of which \$ 5	SOO has been paid)		
Balance \$ 798,000 payable at settlement	555 pa.a)		
<u> </u>			
GST (refer to general condition 13)			
The price includes GST (if any) unless the words <b>plus GST</b> ' appear in this box :			
If this sale is a sale of land on which a 'farming business' is carried on which			
the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern'			
in this box:			
If the margin scheme will be used to calculate GST then add the words			
'margin scheme' in this box:			
Settlement (general condition 10)			
Settlement is due on 12 / 6 /20 25			
unless the land is a lot on an unregistered plan of subdivision, in which case settlement is du	on the later of □		
the above date;			
14 days after the Vendor gives notice 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 in which case refer to			
general condition 1.1.	(1.9)		
If 'subject to lease' then particulars of the lease are :			
in Subject to lease their particulars of the lease are :			
Term Contracts (general condition 23)			
If this contract is intended to be a terms contract within the magning of the Cala of			
If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box and refer to			
general condition 23 and add any further provisions by way of special conditions.			
Loan (general condition 14)			
The following details apply if this contract is subject to a loan being approved:			
Lender: ANY BANK			
Loan Amount: NO MORE THANApproval Date: 28/3/25			
Special Conditions			
This contract does not include any special conditions unless the words 'special	On a sink One with		
conditions' appear in this box.	Special Conditions		

# **Special Conditions**

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING

Instructions: It is recommended that when adding further 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 the last page; and
- attach additional pages if there is not enough space

# Special condition 1 − Payment

General condition 11 is replaced with the following:

### 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 Payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

# Special condition 2 − Acceptance of title

General condition 12.4 is added:

12.4 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.

# Special condition 3 − Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
  - (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

# Special condition 4 - Adjustments

General condition 15.3 is added:

15.3 The purchaser must provide copies of all updated certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

# Special condition 5 − Foreign resident capital gains withholding

General condition 15A is added:

# 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
  - engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
  - the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties;
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

# ☐ Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

# 15B. GST WITHHOLDING

15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
  - engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
  - pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
  - settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties;
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B,7, the vendor must:

- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration* Act 1953 (Cth) at least 14 days before the due date for settlement
- 15B.9 A party must provide the other party with such information as the other party requires to:
  - (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
  - in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10The vendor warrants that:
  - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
  - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

15B.12This general condition will not merge on settlement.

# Special condition 6 − Service

General condition 17 is replaced with the following:

# **SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
  - personally, or (a)
  - by pre-paid post, or (b)
  - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- Any document properly sent by: 17.4
  - express post is taken to have been served on the next business day after posting, unless (a) proved otherwise:
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise:
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
  - email is taken to have been served at the time of receipt within the meaning of section 13A of (d) the Electronic Transactions (Victoria) Act 2000.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

### Special condition 7 − Notices

General condition 21 is replaced with the following:

### 21. NOTICES

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

# Special condition 8 − Electronic conveyancing

- Settlement and lodgment 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. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3
  - be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law, (a)
  - ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or (b) 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.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- Settlement occurs when the workspace records that: 8.6
  - the exchange of funds or value between financial institutions in accordance with the instructions of the parties has (a) 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.
- The parties must do everything reasonably necessary to effect settlement:

  - electronically on the next business day; or 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
  - 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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

8.10 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.

# ☐ Special condition 9 - Deposit bond

- 9.1 In this special condition:
  - (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand:
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement:
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

# ☐ Special condition 10 - Bank guarantee

- 10.1 In this special condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

# ☐ Special condition 11 - Building report

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

# ☐ Special condition 12 - Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

# Special condition 13 – Auction Clause

13.1 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 the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

# Special condition 14 − Statutory Compliance

- 14.1 The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents or paying the Deposit relating to the sale hereby effected he received:
  - (a) Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale; and
  - (b) a statement in writing containing the particulars required by Section 51 of the Estate Agents Act 1980 (as amended) if applicable; and
  - (c) the due diligence checklist as required under Division 2A of the Sale of Land Act 1962 (as amended).

# Special condition 15 - Deposit

- The Deposit shall be 10% of the Purchase Price unless agreed otherwise by the parties. The Vendor and the Purchaser hereby authorise that the Deposit be paid to the Vendor's Solicitors as stakeholder and may be held in an interest bearing account with any bank as the Vendor's Solicitors may nominate. The Deposit will be held until the Purchaser becomes entitled to possession of the Property or the Deposit is released pursuant to the provisions of Section 27 of the Sale of Land Act 1962 (as amended), whichever is earlier.
- Any interest accruing on the Deposit (less any bank fees, government charges, costs, expenses, taxes and duties incurred) will be paid to the Vendor unless this Contract is rescinded pursuant to the Vendor's default, in which case the interest will be paid to the Purchaser.
- 15.3 The Purchaser must, within 7 days from the Day of Sale, advise the Vendor's Solicitors in writing of the Purchaser's tax file number, failing which, no claim can be made against the Vendor or the Vendor's Solicitors for taxes deducted from any interest to which the Purchaser may be entitled.

# Special condition 16 − Restrictions on Use

- The Property is sold subject to the Usage Regulations. The Purchaser acknowledges that the Vendor makes no representations as to the compliance of the Property with the Usage Regulations and any such restriction do not constitute a defect in the Vendor's title to the Property or affect the validity of this Contract. The Vendor makes no representations as to the compliance of the Property with the Usage Regulations and the Purchaser must take title subject to all such restrictions and conditions and must not make any Claim, rescind or determine this Contract, delay or refuse settlement, retain any money or refuse payment of the Balance in this regard.
- 16.2 For the purposes of this Special Condition and this Contract, "Usage Regulations" means all applicable restrictions and law affecting the use of the Property including any order, permits, approvals, planning scheme, planning controls, regulation and by-law made by any Responsible Authority;
- For the purposes of this Special Condition and this Contract, "Responsible Authority" means any government or governmental, semi-governmental, local, administrative, or statutory body, department, commission, authority, tribunal or other entity (whether public or private) exercising a similar function.

# Special condition 17 – Purchaser to Make Own Enquiries

- As at the Day of Sale, the Purchaser will be taken to have satisfied itself by its own independent physical examination, inspection, valuation, survey or enquiries as to the present condition, state of repair of the Property, Goods and any improvements on the Land (if applicable), the location and compliance of any improvements on the Land with the Law or requirements of any Responsible Authority including the existence of any defects, pests or termites. The Purchaser further acknowledges the Vendor is under no liability or obligation to carry out repairs, alterations, improvements or works (including any pest or termite control or eradication works) at the Property, the Land or to the Goods.
- 17.2 The Purchaser will be deemed to enter in the Contract in reliance solely on its own examination, inspection and enquiry and not on any statement, warranty, condition or representation made to the Purchaser by the Vendor, the Vendor's Agent or the Vendor's Solicitors. The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation as to the fitness for any particular purpose of the Property and Goods or that any improvements on the Property

comply with the current or any building regulations, relevant statutes or requirements of any Responsible Authority under which the improvements were constructed. Any failure to comply with anyone or more of these laws or requirements is not and will not be deemed to constitute a defect in the title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in respect thereof.

- 17.3 Subject to the Purchaser's rights under the Sale of Land Act 1962, the Purchaser is not entitled to make any claim in respect of any Contaminants found at the Property or the Land. On or after the Settlement Date, the Purchaser must at its own expense, comply with the requirements of any Responsible Authority for the abatement of any Contaminant, the clean up or an environmental audit (or any combination of them) of the Property or the Land and must keep the Vendor indemnified at all times against the cost of doing so.
- 17.4 For the purposes of this Special Condition and this Contract, "Contaminants" means any solid, liquid, gas, odour or substance or property of any substance, which makes or may make the Property or the Land unsafe, unfit or harmful for habitation or occupation by any person or cause damage to the Property, the Land or is such that it does not satisfy the contamination criteria or standards published or adopted by the Authority or any environmental law.

# Special condition 18 − Title to and Condition of Property and Goods

- 18.1 The title to the Property and any Goods under this Contract do not pass to the Purchaser until full payment is made of the Purchase Price by the Purchaser to the Vendor. The Goods sold (if any) are sold without any warranties or conditions other than those expressly contained in this Contract.
- The Purchaser acknowledges that he has inspected the Property and Goods prior to the Day of Sale. He agrees that he is purchasing and will accept delivery of the Property and Goods in their present condition and state of repair and with any defects existing at the date hereof including the existence of any pests or termites.

# Special condition 19 – Services and Utilities

- The Purchaser acknowledges that the Property is sold and he will take title subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any) and will not make any requisition, objection or claim for compensation in respect of the nature, location, availability or non-availability of any such installations, services or utilities or any matter affecting them.
- 19.2 The Purchaser must assume responsibility for and indemnify the Vendor against any notice issued on or after the Day of Sale by any Responsible Authority imposing any charges and other liabilities for any works conducted by the Responsible Authority in relation to the Property including but not limited to drainage, sewerage, gas or electricity supply.

# Special condition 20 − Nomination

- 20.1 If the Property is expressed as sold to the Purchaser "and/or nominee" (or words of like effect) then the Purchaser may not later than 21 days prior to the Settlement Date nominate a nominee by serving on the Vendor a form of nomination executed by the Purchaser and the nominee containing such terms and information as the Vendor may require and in the case of a corporation (other than a corporation listed on the Australian Stock Exchange), the Guarantee in the form annexed to this Contract must be executed by all its directors and also by its principal shareholders as guarantors.
- 20.2 Upon the Purchaser and the nominee complying with this Special Condition and agreeing along with the guarantors (if any) to be jointly and severally liable for the performance of the obligations of the Purchaser under this Contract and payment of any expenses (including legal costs on a solicitor/own client basis and stamp duty) arising out of the nomination, the nominee will be substituted for the Purchaser as purchaser.
- 20.3 The Purchaser and the nominee must fully and truthfully disclose the circumstances of the nomination to the Comptroller of Stamps and must hold the Vendor indemnified at all times against loss or damage of every description suffered by the Vendor arising out of a failure to make such disclosure.
- 20.4 All acts or omissions of the Vendor or the Purchaser including but not limited to requisitions made by the Purchaser and answers given by the Vendor continue to bind the Purchaser and the nominee respectively and any Deposit paid by the Purchaser will be treated by the Vendor as Deposit paid by the nominee.
- 20.5 The Nominee must pay the Vendor's proper costs of \$385.00 (including GST) arising from the nomination at the time of making the nomination application.

# Special condition 21 − Guarantee

21.1 If the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the Purchaser must simultaneously with its execution of this Contract obtain the execution of the Guarantee in the form annexed to this Contract contained in this Contract by all its directors and also by its principal shareholders as guarantors.

# Special condition 22 - Purchaser a Corporation

- 22.1 If the Purchaser is a corporation any person executing this Contract for and on behalf of that corporation, whether as a director or otherwise warrants that:
  - (a) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever; and,
  - (b) the person executing this Contract is duly authorised by the Purchaser to bind the Purchaser to all the provisions contained in this Contract.

# Special condition 23 - Transfer of Land

23.1 The Purchaser must deliver the Instrument of Transfer referred to in General Condition 6 to the Vendor's Solicitors not less than 14 days prior to the Settlement Date. The Vendor will not be obliged to complete this Contract until the expiration of 14 days from the receipt of the Instrument of Transfer. The Purchaser will be deemed to have made default in payment of the Balance as from the Settlement Date where the Instrument of Transfer is not delivered in accordance with this Special Condition.

# Special condition 24 − Default by Purchaser

- 24.1 If the Purchaser defaults in the payment of any monies due under this Contract, the Purchaser must upon demand by the Vendor pay to the Vendor interest at the rate of six per centum (6%) per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) computed on the monies due and unpaid during the period of default (which period will end only upon payment of all interest due hereunder). The Vendor's exercise of its rights pursuant to this clause will be without prejudice to any other rights of the Vendor.
- Without limiting the generality of the provisions of General Conditions 26 & 28, the Purchaser must, on demand by the Vendor, pay any costs and expenses (including but not limited to interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property calculated from the due date for settlement and legal costs and disbursements on a solicitor-own client basis) incurred by the Vendor by reason of any default by the Purchaser in the observance or performance of any of the terms or conditions of this Contract and no such default will be deemed to have been remedied while any such costs or expenses remain unpaid.
- Each sum due for payment by the Purchaser under this Contract but unpaid will be a separate debt due to the Vendor and the Vendor may at its option sue for and recover the same in any court of competent jurisdiction.
- 24.4 The parties agree that if the Purchaser commits a default under the contract and the contract is rescinded by the Vendor, the Vendor will be entitled to retain an amount equal to one tenth of the purchase price (10%). The parties further agree that:
  - (a) if the Deposit paid by the Purchaser is equivalent to 10% of the Purchase Price, the Deposit will be immediately forfeited and released to the Vendor; or
  - (b) if the Deposit paid by the Purchaser is less than 10% of the Purchase Price, the difference will become immediately due and payable by the Purchaser notwithstanding that this Contract is rescinded. The Vendor will be entitled to recover from the Purchaser any shortfall amount so that the Deposit amount which the Vendor is entitled to forfeit will equate to 10% of the purchase price. Any amount that remains outstanding will be deemed a debt due by the Purchaser to the Vendor; and
  - (c) the Vendor will be entitled to retain any part of the Purchase Price paid until the Vendor's losses and damages have been determined and may apply that money towards the Vendor's losses and damages.

# Special condition 25 – Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that any approval, consent or statement of non-objection required under the FATA Act to enter into this Contract is not required. In the event that this warranty is untrue in any respect, the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including legal costs on a solicitor/own client basis and any other consequential loss) which the Vendor incurs as a result of the Vendor having relied on this warranty at the time of entering into this Contract. This special condition shall not merge upon settlement and shall enure for the benefit of the Vendor.

# Special condition 26 - Entire Agreement

- 26.1 The Purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the Property other than those embodied in this Contract and that no representations or statements have been made by the Vendor, the Vendor's Solicitors and/or the Vendor's Agent or their respective agents, servants or employees which have not been included in this Contract.
- 26.2 In particular, the Purchaser acknowledges that any concept plans, display suites, suggested designs for alterations to or use of the Property or any other informational, promotional or advertising material prepared by the Vendor, the Vendor's Solicitors or the Vendor's Agent including any depreciation schedules, are provided as a guide only and the Purchaser must rely on its own investigations in relation to any matters referred to in any such material. This Special Condition will enure for the benefit of the Vendor, the Vendor's Solicitors and the Vendor's Agent.

# Special condition 27 - Execution on behalf of Vendor

The person or persons purporting to execute this Contract or the Vendor's Statement on behalf of the Vendor certify that they have authority to do so and the Purchaser is not entitled to make any requisition or objection in relation to that authority.

# Special Condition 28 – Joint and Several Obligations

28.1 If there is more than one Purchaser named under this Contract, the obligations of the Purchasers under this Contract will bind them jointly and severally.

# Special condition 29 − No Merger

29.1 Each obligation of the Purchaser under this Contract which has not been carried into effect will not merge in the transfer of the Property to the Purchaser and will continue to have full force and effect for as long as is necessary to give proper effect to that term and despite completion of this Contract and of the sale hereby effected.

# ☐ Special condition 30 - Settlement

30.1 Settlement will take place at the offices of the Vendor's Solicitors or at such other place in Melbourne as the Vendor may direct and must be effected by the Purchaser no later than 3:00 p.m. on the Settlement Date failing which settlement will be deemed to take place on the next business day and the Purchaser will be deemed to have made a default in payment of the residue

# Special condition 31 − Further Assurances

Each party must execute and deliver all such documents and instruments and must do and procure to be done all such acts and things reasonably necessary or desirable to give effect to this Contract.

# Special condition 32 - Dealings with The Property

32.1 The Purchaser must not without the Vendor's prior written consent sell, transfer, assign, mortgage or otherwise encumber or in any other way deal with the Property or its rights or interest in or under this Contract until settlement date. The Purchaser must not place any advertising material, signs, hoarding or any other thing which is visible from the outside of the Property, on the Property or the Land without the consent of the Vendor being first obtained.

# Special condition 33 − Purchaser Buys Subject to Condition of Walls

33.1 If on or before the Day of Sale, the Vendor has affixed, applied or installed hooks, nails or other such implements ("Implements") on the walls of the building or the Property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such Implements or to restore or reinstate the walls and the Purchaser purchases the Property subject to the condition of the walls as at the Day of Sale.

# ☐ Special condition 34 - Number of Cheques

34.1 The Vendor may request up to a maximum of six (6) bank cheques at settlement.

# Special condition 35 – Amendment of General Conditions

35.1 General Conditions 9, 11.6, 23, 24.4, 24.5 and 24.6 do not apply to this Contract.

# Special condition 36 - Adjustment of Outgoings

- 36.1 If the Property is not separately rated or assessed by the rating authorities and/or Owners Corporation in respect of any rates, taxes, assessments, charges, fees, fire insurance premiums, water usage charges or other outgoings ("Outgoings") for the purpose of this Contract, then the apportionment or adjustment of those Outgoings for which the Property shall be liable shall be determined by calculating the proportion which the Lot Liability of the Property bears to the total Lot Liability of all of the Lots in accordance with the Schedule of Lot Entitlement and Lot Liability annexed to the Plan of Subdivision.
- For the avoidance of doubt, no adjustment is to be made between the parties in relation to Land Tax or any other amounts to which section 10G or 10H of the Sale of Land Act 1962 (Vic) applies.
- 36.3 The Vendor will pay all Outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement
- 36.4 Despite Special Condition 36.3, the Outgoings will be adjusted as if they had been paid by the Vendor.
- 36.5 The Purchaser acknowledges and agrees that:
  - (a) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
  - (b) if, as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place ("Settlement Year"), then:
    - (i) the Purchaser's breach will result in an increase in the amount of the Vendor's Land Tax for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total land holdings in Victoria; and
    - (ii) the additional Land Tax which the Vendor will incur in accordance with this Special Condition 20.5 ("Extra Land Tax") is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

If this Special Condition 36.5 applies, then on the Settlement Date, the Purchaser must in addition to the balance of the Purchase Price payable to the Vendor under this Contract pay to the Vendor on account of the Extra Land Tax an amount equal to 2.25% of the Price of the Property ("Amount Paid").

- 36.6 The parties agree that if the Extra Land Tax as assessed by the State Revenue Office is:
  - (a) less than the Amount Paid, the Vendor will refund the difference of the Purchaser; or
  - (b) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

# Special condition 37 - Loan

37.1 General Condition 14.2(c) is deleted and replaced with the following: "serves written notice ending the contract, together with a copy of the loan application with the date of loan application and amount of finance applied clearly stated on the document, and written evidence of rejection or non-approval of the loan that is issued by the lender directly (rather than a mortgage broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and".

# Special condition 38 - Duties Online Form Settlement Statement

38.1 The Vendor shall not be required to settle until at least 3 clear business days after receipt of the State Revenue Office Duties Online Form Settlement Statement. In the event that the Vendor's representative does not receive the State Revenue Office Duties Online Form Settlement Statement for signing by the Vendor within 3 clear business days prior to settlement, the Purchaser shall be deemed in default of the Contract and an additional fee of \$220 will also be payable by the Purchaser to the Vendor at settlement. This is an essential term of the Contract.

# ☐ Special Condition 39 - Interdependent Contract of Sale

- 39.1 Special Condition 39 applies only if the box is checked.
- 39.2 The parties under this Contract acknowledge that the Purchaser has entered into this Contract concurrently with the contract of sale for the adjoining property, 39 McLennan Street with the title particulars of Volume 7863 Folio 044 (39 McLennan Street Contract).
- Despite anything else otherwise provided under this Contract, the parties agree that this Contract is interdependent with 39 McLennan Street Contract.
- In the event that the Purchaser's purchase of the property under the 39 McLennan Street Contract does not settle for any reason other than the Purchaser's default under the 39 McLennan Street Contract, the parties agree that:
  - (a) The Purchaser is not obliged to settle its purchase of the Property under this Contract until such time that the Vendor under the 39 McLennan Street Contract is ready and able to settle; and
  - (b) The Purchaser is not liable for any default expenses of the Vendor under this Contract including penalty interest.

# **General Conditions**

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

# **Title**

### 1. ENCUMBRANCES

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

# 2. VENDOR WARRANTIES

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

# 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- 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 predominately 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
  - 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. BUILDING 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
- 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 conveyance; 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 is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.
- 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 authorised deposit-taking institution. If the vendor requests than 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 -
    - 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:
  - 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.

# 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:
  - 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:

- 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 adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - 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.
- 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
  - 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.

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

### **SCHEDULE**

ITEM 1 (GC 1.1)

Encumbrances to be assumed by the Purchaser -

- 1. All registered easement, restrictions and covenants (if any).
- 2. Any apparent and implied easement for services, drains, sewer pipes and wires not located in registered easements.
- 3. All easements and encumbrances set out in or created upon registration of the proposed Plan of Subdivision.
- 4. All encumbrances, restrictions, orders and conditions referred to and described in any and all relevant Permits.
- 5. The provisions of any agreement which the Vendor or the Owners Corporation may be required to enter into with any Responsible Authority in relation to the proposed Development and Plan of Subdivision including but not limited to any agreement under Section 173 of the Planning and Environment Act or Section 163 of the Building Act.
- 6. Any easements or other rights implied by Section 12 of the Subdivision Act 1988.
- 7. All restrictions and encumbrances disclosed in the Vendor's Statement.
- 8. All encumbrances, restrictions and easements in relation to the proposed Plan of Subdivision, Permits and Building Plans.

Owners Corporation (if applicable) -

Upon registration of the Plan of Subdivision by the Registrar of Titles:

- 9. All relevant provisions of the Subdivision Act 1988 and the Owners Corporation Act 2006 and Owners Corporation Regulations 2007.
- The property's lot entitlement and lot liability as set out in the Owners Corporation Schedules in respect of the Plan of Subdivision;
   and
- 11. The Owners Corporation Rules applying in respect of the Property forming part of the Plan of Subdivision.
- 12. Any Licence, Lease or other Agreements entered into between the Owners Corporation and third parties in relation to the common properties.

# **GUARANTEE & INDEMNITY**

In	consideration of		HUYNH AND WEN			("Vend	,
at	the request of each	of the guarantor	described in the	Schedule (each o	of whom is	described	as a
"G	uarantor") selling th	e property, known a	as	N STREET, DRATE	NOOK VIC 30	///D	
	JTKG INVESTMENT						
une	der the Contract of S	sale to which this gu	uarantee and inde	emnity is attached	("Contract")	), the Guar	antor
aua	arantees the perform	ance of all the oblig	gations of and the	moneys payable	by the Purch	naser unde	er the
Č٥	ntract ("guaranteed	money"). The Guar	antor indemnifies	the Vendor from a	ny liability, cla	aim, expen	se or
los	s that the Vendor ma	y incur arising out of	the Purchaser's f	ailure to perform ar	ny of its obliga	ations unde	er the
Со	ntract.						

- 1. The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the guaranteed money.
- 2. If the Purchaser does not pay the guaranteed money on time and in accordance with the terms of the Contract, then the Guarantor agrees to pay the guaranteed money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 3. As a separate undertaking, the Guarantor indemnifies the Vendor against all liability or loss arising from and any costs, charges or expenses incurred in connection with the guaranteed money, not being recoverable from the Guarantor or from the Purchaser because of any circumstances whatsoever.
- 4. This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- 5. The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, principal debtor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
  - (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
  - (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
  - (c) any variation or novation of a right of the Vendor, or alteration of this guarantee and indemnity or a document, in respect of the Purchaser; or
  - (d) the Purchaser is prohibited (whether expressly or impliedly) by law, in equity or otherwise from entering into the Contract or was without the capacity or under some legal disability in respect thereof; or
  - (e) the Vendor had or ought to have knowledge of any matters referred to in sub-paragraph (d) of this Clause.
- 6. As long as all the guaranteed money or other money payable under this guarantee and indemnity remains unpaid, or the Purchaser has not performed any of its obligations under the Contract, the Guarantor may not, without the consent of the Vendor:
  - (a) in reduction of its liability under this guarantee and indemnity raise a defence, set-off or counter claim available to itself or the Purchaser against the Vendor or claim a set-off or make a counter claim against the Vendor; or
  - (b) make a claim or enforce a right (including without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
  - (c) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due; or
  - (d) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the guaranteed money or other money payable under this guarantee and indemnity.

- 7. The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 8. In this guarantee and indemnity:

Name & address of witness (block letters):

Occupation of witness:

- (a) The expressions used in the Contract have the same meaning in this guarantee and indemnity;
- (b) The singular means and includes the plural;
- (c) If there is more than one Guarantor their obligations are joint and several;
- (d) References to the Vendor is to each of them if there is more than one; and
- (e) If there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this guarantee and indemnity does not affect the liability of the other Guarantors.
- 9. This guarantee and indemnity continues to bind the successors and legal personal representatives of the Guarantor and shall not be determined by the liquidation, administration or insolvency of the Guarantor.
- 10. The Guarantor expressly acknowledges and declares that it has examined and have access to copies of the Contract and gives this guarantee and indemnity having satisfied itself of all the matters contained therein.

	SCHEDULE	
GUARANTOR'S NAMES AND ADDRESS:	: JTKG INVESTMENTS PTY LTD AS TRUSTEE TRUSTEE FOR GROZDANOVSKI FAMILY TR 46 MELFIN DRIVE, HILLSIDE VIC 3037	_
EXECUTED as a Deed on the	day of Friday 14th March	20 25
<b>SIGNED, SEALED AND DELIVERED</b> by in the presence of:	) Signature	
JUL	Please print name: ZOREN GROZDA	NOVSKI
Signature of witness Name & address of witness (block letters): \ Occupation of witness: REAL ESTATE AG	WILLIAM TRAN @ 25 SUNSHINE NORTH VIC 3 GENT	3020
SIGNED, SEALED AND DELIVERED by in the presence of:	) ) Signature	
	Please print name:	
Signature of witness		

# **Vendor GST Withholding Notice**

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser

From: Mario Huynh and Wendy Ung,

Property Address: 37 McLennan Street, Braybrook VIC 3019

Lot: 1 Plan of subdivision: TP86443S

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 6 August 2024

Signed for an on behalf of the Vendor:

# Vendor's Statement

37 MCLENNAN STREET, BRAYBROOK VIC 3019

Land

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

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

Vendor's name	Mario Huynh and Wendy Ung	Date 07/ 08/2024
Vendor's signature	Signed by the vendor or on behalf of the vendor with the Vendor's authority	
The Purchaser ac	knowledges being given this statement signed by the vendor with the attache ned any contract.	d documents before
Purchaser's name	JIKG INVESTMENTS PTY LTO AS TRUSTBE FOR GRUZDANOUSK	Date 14/3/2025
Purchaser's signature	Foren S	"
19	_/ R*	
Purchaser's name		Date / /
Purchaser's		

# 1. FINANCIAL MATTERS

# 1.1 Rates, Taxes, Charges or Other Similar Outgoings

Their total does not exceed:

\$3,500.00 p.a

# 1.2 Charge

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation:

None to the Vendor's knowledge.

# 1.3 Terms Contract

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

Not Applicable.

# 1.4 Sale Subject to Mortgage

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

Not Applicable.

# 2. INSURANCE

# 2.1 Damage and Destruction

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

Not Applicable.

# 2.2 Owner Builder

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

Not Applicable.

# 3. LAND USE

# 3.1 Easements, Covenants or Other Similar Restrictions

Details of any registered easement, covenant or other similar restriction affecting the Property (whether registered or unregistered) are contained in the attached certificates.

# 3.2 Road Access

There is access to the property by road

# 3.3 Designated Bushfire Prone Area

The land is not in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

# 3.4 Planning Scheme

Details of any planning instruments affecting the Property are contained in the attached Certificates.

# 4. NOTICES

# 4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the best of the Vendor's knowledge other than contained in the attached certificates. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless they have been communicated to the Vendor.

# 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

# 4.3 Compulsory Acquisition

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

None to the Vendor's knowledge

# 5. BUILDING PERMITS

Details of any building permits issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land) are contained in the attached certificates.

# 6. OWNERS CORPORATION

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

Not applicable.

# 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

# 8. SERVICES

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

Electricity supply	Gas supply	Water supply	Sewerage	Telephone services

# 9. TITLE

Attached are copies of the following:

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

# 10. SUBDIVISION

# 10.1 Unregistered Subdivision

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

Not Applicable.

# 10.2 Staged Subdivision

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

Not Applicable.

# 10.3 Further Plan of Subdivision

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

Not Applicable.

# 11. DISCLOSURE OF ENERGY INFORMATION

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

# 12. ATTACHMENTS

1.	Due Diligence Checklist
2.	Title Search Volume 10282 Folio 022
3.	Plan of Subdivision TP086443S
4.	Greater Western Water Rate Notice
5.	City of Maribyrnong Land Information Certificate
6.	Land Tax Clearance Certificate
7.	Planning Certificate
8.	Building Certificate

# Due diligence checklist

# What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the <a href="Due diligence checklist">Due diligence checklist</a> <a href="Days and Judges Institute Page on the Consumer Affairs Victoria website">Due diligence checklist</a>).

# **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.

CONSUMER AFFAIRS VICTORIA

# 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.

(04/10/2016)





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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

Page 1 of 1

VOLUME 10282 FOLIO 022

Security no : 124116947297C Produced 26/07/2024 03:14 PM

# LAND DESCRIPTION

Lot 1 on Title Plan 086443S. PARENT TITLE Volume 07481 Folio 009 Created by instrument T955124C 13/11/1995

# REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WENDY UNG
MARIO HUYNH both of 37 MCLENNAN STREET BRAYBROOK VIC 3019
AU091185B 26/02/2021

# ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV195067U 30/12/2021 WESTPAC BANKING CORPORATION

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

# DIAGRAM LOCATION

SEE TP086443S FOR FURTHER DETAILS AND BOUNDARIES

# ACTIVITY IN THE LAST 125 DAYS

NIL

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

Street Address: 37 MCLENNAN STREET BRAYBROOK VIC 3019

# ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK Effective from 30/12/2021

DOCUMENT END

Title 10282/022 Page 1 of 1



# **Imaged Document Cover Sheet**

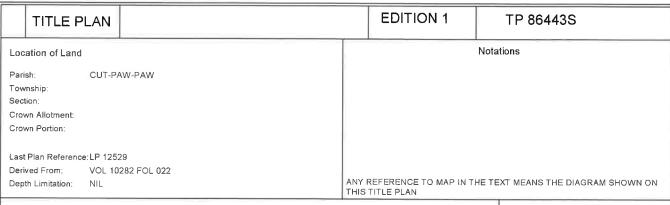
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	TP086443S
Number of Pages	1
(excluding this cover sheet)	
Document Assembled	26/07/2024 15:14

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Description of Land / Easement Information

# ENCUMBRANCES REFERRED TO

AS TO THE LAND SHOWN MARKED "E-1"

THE EASEMENTS (IF ANY) EXISTING OVER THE SAME BY VIRTUE OF SECTION 98 OF THE TRANSFER OF LAND ACT

THIS PLAN HAS BEEN PREPARED
FOR THE LAND REGISTRY, LAND
VICTORIA, FOR TITLE DIAGRAM
PURPOSES AS PART OF THE LAND
TITLES AUTOMATION PROJECT
COMPILED: 29/07/1999

VERIFIED: C.LAM

MCLENNAN STREET

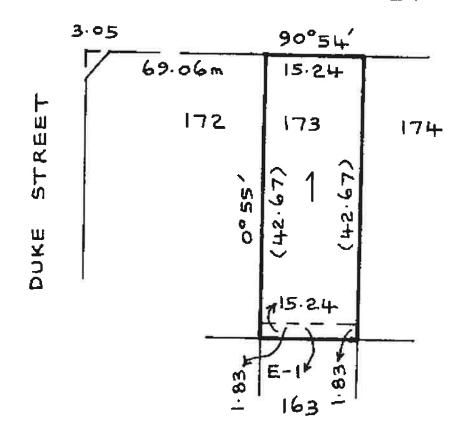


TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

PARCEL 1 = LOT 173 ON LP 12529

LENGTHS ARE IN METRES

Metres = 0.3048 x Feel

Metres = 0.201168 x Links

Sheet 1 of 1 sheets



MS W UNG & MS M HUYNH

# AMOUNT DUE \$445.59 PLEASE PAY BY 7 JUN 2024

# My account number is

# 1214 9999 1152

T664498546	
37 McLennan Stree Lot 17	t Braybrook 73 Plan 12529
17	May 2024
ergencies (24 hours)	13 44 99
ort Mon-Fri) ents &	
5)	13 44 99
(03)	9313 8989
ocked Bag 350, Sunshi	ne Vic 3020
	37 McLennan Stree Lot 17 17 ergencies (24 hours) ort Mon-Fri) ents & s) e (03)

# **Greater Western Water**

ABN 70 066 902 467

gww.com.au

# Account summary

<b>a</b>	PREVIOUS BILL	\$297.06
	RECEIVED	\$0.00
	BALANCE	\$297.06
	NETWORK CHARGES	\$118.99
举	OTHER CHARGES	\$29.54
	PLEASE PAY	\$445.59

Page 1 of 2

# Your bill experience is changing We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand. To find out more visit gww.com.au/billexperience

# Details of charges - Residential

Previous Bill
Previous Bill \$297.06
Payments Received

BALANCE FORWARD		\$297.06
Network Charges	Charge Period	Charge \$
Water Network Charge	(01/04/2024 to 30/06/2024)	\$51.60
Sewerage Network Charge	(01/04/2024 to 30/06/2024)	\$67.39
		4444

Sewerage Network Charge	(01/04/2024 to 30/06/2024)	\$67.39
TOTAL NETWORK CHARGES		\$118.99
Other Charges Waterways & Drainage Charge (01/04/2024 to 30/06/2024)		<b>Charge \$</b> \$29.54
* TOTAL OTHER AUTHORITIES' CHAR	GES	\$29.54

Visit gww.com.au or call 13 44 99 for more details about these charges.

FINAL TOTAL, PLEASE PAY THIS AMOUNT

# Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on 13 44 99. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

# Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.

Learn more at melbournewater.com.au/wwdc

# Our prices

\$445.59

From 1 July 2024, our prices will change in line with adjustments approved by the Essential Services Commission, the independent regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 2

# Service Address: 37 McLennan Street Braybrook

DATE PAID AMOUNT PAID RECEIPT NO

My account number is 1214 9999 1152

**Payment Assistance** 

Direct Debit:

Visit gww.com.au or call 13 44 99

 $\leq$ 

Mail cheque: Post this slip with your cheque payable to: Greater Western Water, GPO Box 1152, Melbourne Vic 3001



# Credit Card

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

If you're finding it hard to pay your bill call our team on 13 44 99 to discuss your circumstances or visit gww.com.au to view our support options.



Biller Code: 8789 Ref: 1214 9999 1152 **Telephone and Internet Banking - BPAY®:** Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au** 

billpay

Billpay Code: 0362 Ref: 1214 9999 1152 **Post BillPay:** Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au** 





\*362 121499991152



Postal Address: PO Box 58, West Footscray 3012

P: (03) 9688 0200 F: (03) 9687 7793 email@maribyrnong.vic.gov.au www.maribyrnong.vic.gov.au



## LAND INFORMATION CERTIFICATE

(Section 229 Local Government Act, 1989)

Rates and Charges for period 1 July 2024 to 30 June 2025

Assessment Number: 100302 Certificate No: 39337

Your Reference: 73671102 Certificate Issue Date: 29/07/2024

Applicant: Landata GPO Box 527

MELBOURNE VIC 3001

Property Description: 37 Mclennan Street BRAYBROOK
Property Title: LOT: 1 TP: 86443 -: V:10282/F:022
AVPCC: 118 - Res Land (with buildings that add no value)

Capital Improved Value: \$750,000 - Site Value: \$710,000 - Net Annual Value: \$37,500

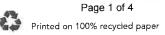
Valuation Date: 01/01/2024

## RATES, CHARGES AND OTHER MONIES OWING:

Arrears of Rates & Charges as at 30/06/2024	\$0.00
Current Levies	
General Rate Residential levied	\$1,928.20
Municipal Charge levied	\$20.00
Waste Charge - 3 Services levied	\$352.30
Fire Fixed Residential levied	\$132.00
Fire CIV Residential levied	\$65.25
Current Interest Charges as at 30/06/2024 calculated monthly @ 10% pa	\$0.00
Adjustments	\$0.00
Less Pensioner Rebates (see below)	\$0.00
Less Payments	\$0.00
Rates & Charges Due	\$2,497.75
Additional Monies Owed	
Total Due	<u>\$2,497.75</u>
Biller Code: 626275 Reference No: 1003029	

## **OTHER INFORMATION:**

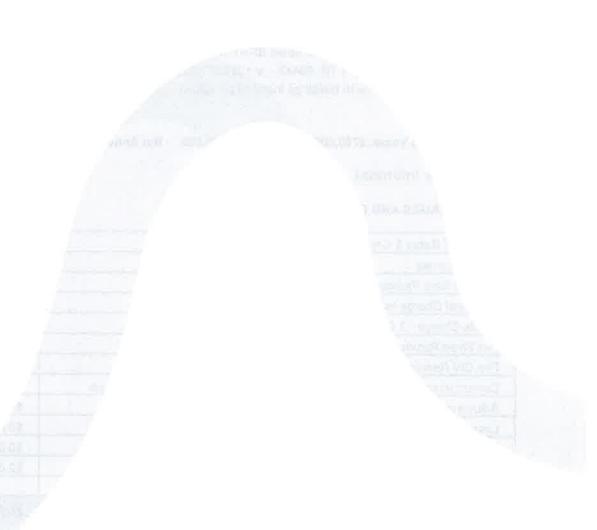




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### MARIBYRNONG CITY COUNCIL

MUNICIPAL OFFICES, NAPIER STREET, FOOTSCRAY

### LAND INFORMATION CERTIFICATE

SECTION229 LOCAL GOVERNMENT ACT 1989

This Certificate provides information regarding valuations, rate charges, other monies owing and any orders and notices made pursuant to the Local Government Act 1989 or under a Local Law of the Council.

This Certificate is not required to include information regarding planning, Building, Health, Land fill, Land slip, other flooding information or service easement. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

### SPECIAL NOTE

Upon issue of this certificate, the Council may be prepared to provide a verbal update to the applicant regarding the information disclosed in this certificate within 90 days from the date of issue. It is important to note that in providing such verbal information, the Council assumes no responsibility for its accuracy. Additionally, no employee of the Council is authorized to bind the Council through the provision of verbal information

Verbal confirmation of any variation to amounts owing will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a new certificate must be applied for.

NOTE: IN ACCORDANCE WITH SECTIONS175(1)&(2), LOCAL GOVERNMENT ACT 1989 THE PURCHASER MUST PAY ALL RATES AND CHARGES OUTSTANDING AT THE TIME THAT PERSON BECOMES THE OWNER OF THE LAND. ANY ARREARS OF RATES OR CHARGES (INCLUDING ANY INTEREST ON THOSE RATES AND CHARGES) ON THE LAND WHICH ARE DUE AND PAYABLE. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10% P.A.

### **OUTSTANDING ORDERS**

There may be Health or Building Orders issued under the Local Government Act 1989. Please refer to the relevant Departments for Orders issued under the Health and Building Acts.

## **ENVIRONMENT PROTECTION AUTHORITY NOTICE**

Please be advised that **if Council re**cords indicate that this property is contaminated **it will be noted** in the Grey Area below.

Should the grey area above be blank, Council will have no record and may not be aware of contamination on this site. Further clarification should be made with the EPA.

Any enquiries on reports and /or soil tests regarding contamination should be directed to the Environment Protection Authority (EPA) or the Department of Families Fairness & Housing.

Council accepts no responsibility for any error or misrepresentation of details relating to contamination etc., for this site or any other site within this municipality.







Postal Address: PO Box 58, West Footscray 3012

P: (03) 9688 0200 F: (03) 9687 7793 email@maribyrnong.vic.gov.au www.maribyrnong.vic.gov.au



## IMPORTANT NOTICE REGARDING RESIDENT PARKING PERMITS

This notice applies to any new dwelling that is part of a new multi dwelling development of 2 or more dwellings and must be included in any Section 32 statement.

In circumstances where a dwelling within a new multi dwelling development is to be rented out; this notice should be attached to any tenancy agreement.

Council has areas that are experiencing significant problems with car parking and this has resulted in the implementation of parking permit schemes.

Any new resident of any new multi dwelling development will not be entitled to a resident parking permit. New multi dwelling developments have the required number of car parking spaces on site or because of the proximity to public transport, Council accepted a justification to reduce or waive the normal parking requirements.

In addition to areas that are currently subject to a resident parking permit scheme, this may also apply to other areas in the future

Prospective residents within new multi dwelling developments are advised to carefully consider this situation if they have more than one vehicle or if they are purchasing a dwelling without a car space.

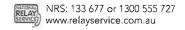
Information about the current situation with resident parking schemes can be obtained by telephoning Parking and Local Laws on 03 9688 0384.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Maribyrnong City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

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

For further information contact Council at: email@maribyrnong.vic.gov.au

Sonia Rangi REVENUE SERVICES COORDINATOR







# **Property Clearance Certificate**

## Land Tax



INFOTRACK / STAMFORD LAWYERS

Your Reference:

240108

**Certificate No:** 

79192185

**Issue Date:** 

26 JUL 2024

**Enquiries:** 

**ESYSPROD** 

Land Address:

37 MCLENNAN STREET BRAYBROOK VIC 3019

Land Id 1956646 Lot

Plan 86443 Volume 10282 Folio 22 Tax Payable

\$0.00

Vendor:

WENDY UNG & MARIO HUYNH

Purchaser:

FOR INFORMATION PURPOSES

**Current Land Tax** 

Year

Taxable Value Proportional Tax

Penalty/Interest

**Total** 

MS WENDY UNG

2024

\$750,000

\$0.00

\$0.00

\$0.00

Comments:

Property is exempt: LTX Principal Place of Residence.

**Current Vacant Residential Land Tax** 

Year

**Taxable Value Proportional Tax** 

Penalty/Interest

**Total** 

Comments:

Arrears of Land Tax

Year

Proportional Tax Penalty/Interest

**Total** 

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

**Paul Broderick** 

Commissioner of State Revenue

CAPITAL IMPROVED VALUE:

\$770,000

SITE VALUE:

\$750,000

**CURRENT LAND TAX CHARGE: \$0.00** 



## **Notes to Certificate - Land Tax**

Certificate No: 79192185

### Power to issue Certificate

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

#### Amount shown on Certificate

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

### Land tax is a first charge on land

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

### Information for the purchaser

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

#### Information for the vendor

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

### Apportioning or passing on land tax to a purchaser

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

#### General information

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

### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$3,150.00

Taxable Value = \$750,000

Calculated as \$2,250 plus (\$750,000 - \$600,000) multiplied by 0.600 cents.

## **Land Tax - Payment Options**

## BPAY



Biller Code: 5249 Ref: 79192185

### Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

## CARD



Ref: 79192185

### Visa or Mastercard

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

sro.vic.gov.au/paylandtax

# **Property Clearance Certificate**



# Commercial and Industrial Property Tax

INFOTRACK / STAMFORD LAWYERS

240108 Your Reference:

**Certificate No:** 79192185

Issue Date: 26 JUL 2024

**ESYSPROD Enquires:** 

Land Address:	37 MCLENNAN STREET BRAYBROOK VIC 3019						
Land Id	Lot	Plan	Volume	Folio	Tax Payable		
1956646	1	86443	10282	22	\$0.00		
AVPCC	Date of entry	Entry	Date land becomes	Comment			
	into reform	interest	CIPT taxable land				
118	N/A	N/A	N/A	The AVPCC allocated	to the land is not a qualifying		
				use.			

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$770,000

SITE VALUE: \$750,000

**CURRENT CIPT CHARGE:** 

\$0.00



## **Notes to Certificate - Commercial and Industrial Property Tax**

Certificate No: 79192185

### Power to issue Certificate

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

### **Amount shown on Certificate**

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

### Australian Valuation Property Classification Code (AVPCC)

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

### Commercial and industrial property tax information

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

### Change of use of tax reform scheme land

 Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

### Commercial and industrial property tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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

### Passing on commercial and industrial property tax to a purchaser

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

### General information

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

# **Property Clearance Certificate**

# Windfall Gains Tax



INFOTRACK / STAMFORD LAWYERS

Your Reference:

240108

**Certificate No:** 

79192185

Issue Date:

26 JUL 2024

Land Address: 37

37 MCLENNAN STREET BRAYBROOK VIC 3019

Lot

Plan

Volume

Folio

1

86443

10282

22

Vendor:

WENDY UNG & MARIO HUYNH

Purchaser:

FOR INFORMATION PURPOSES

**WGT Property Id** 

**Event ID** 

Windfall Gains Tax

**Deferred Interest** 

Penalty/Interest

Total

\$0.00

\$0.00

\$0.00

\$0.00

Comments:

No windfall gains tax liability identified.

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

1 of 3 nde

Paul Broderick

Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:** 

\$0.00



## Notes to Certificate - Windfall Gains Tax

Certificate No: 79192185

### Power to issue Certificate

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

#### **Amount shown on Certificate**

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

### Windfall gains tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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

### Passing on windfall gains tax to a purchaser

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

### General information

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

## Windfall Gains Tax - Payment Options

## BPAY



Biller Code: 416073 Ref: 79192183

### Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

### CARD



Ref: 79192183

### Visa or Mastercard

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

sro.vic.gov.au/payment-options

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

## PROPERTY REPORT



From www.land.vic.gov.au at 06 August 2024 04:16 PM

### PROPERTY DETAILS

Address: 37 MCLENNAN STREET BRAYBROOK 3019

Lot and Plan Number: Lot 1 TP86443

Standard Parcel Identifier (SPI): 1\TP86443

Local Government Area (Council): MARIBYRNONG www.maribyrnong.vic.gov.au

Council Property Number: 100302

Directory Reference: Melway 27 B11

### SITE DIMENSIONS

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

42.7 42.7 Area: 650 sq. m

Perimeter: 116 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<u>Title and Property</u>
<u>Certificates</u>

### 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: LAVERTON

### 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

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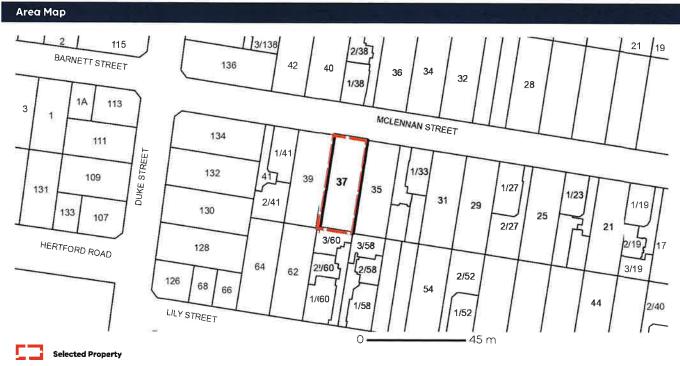
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Person for the information provided.

Read the full disclaimer at https://www.di-eautenay.aut/disclaimer.

## **PROPERTY REPORT**







Environment, Land, Water and Planning

### From www.planning.vic.gov.au at 06 August 2024 04:16 PM

### **PROPERTY DETAILS**

37 MCLENNAN STREET BRAYBROOK 3019 Address:

Lot 1 TP86443 Lot and Plan Number: 1\TP86443 Standard Parcel Identifier (SPI):

www.maribyrnong.vic.gov.au MARIBYRNONG Local Government Area (Council):

Council Property Number: 100302

Planning Scheme - Maribyrnona Planning Scheme: Maribyrnong

Melway 27 B11 Directory Reference:

STATE ELECTORATES UTILITIES

Inside drainage boundary

WESTERN METROPOLITAN Legislative Council: Rural Water Corporation: Southern Rural Water

LAVERTON Legislative Assembly: Melbourne Water Retailer: Greater Western Water

OTHER Power Distributor: **POWERCOR** 

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural

**Heritage Aboriginal Corporation** 

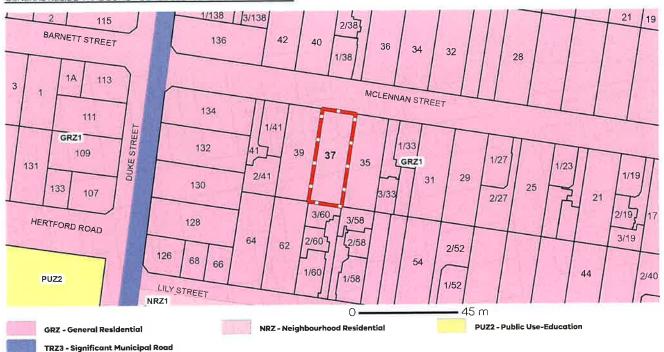
## **Planning Zones**

Melbourne Water:

View location in VicPlan

GENERAL RESIDENTIAL ZONE (GRZ) (MARIBYRNONG)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1) (MARIBYRNONG)



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

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Read the full disclaimer at <a href="https://www.delwibide.org/authenticity">https://www.delwibide.org/authenticity</a>

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



## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (MARIBYRNONG)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2) (MARIBYRNONG)



DCPO - Development Contributions Plan

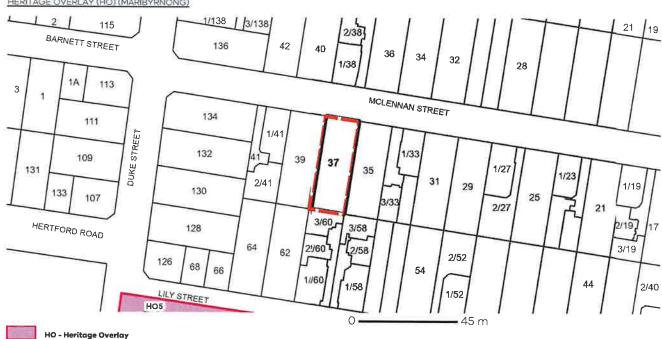
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Overlay

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO) (MARIBYRNONG)



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

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### **Further Planning Information**

Planning scheme data last updated on 2 August 2024.

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

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

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 <a href="https://mapshare.maps.vic.gov.au/vicplan">https://mapshare.maps.vic.gov.au/vicplan</a>

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

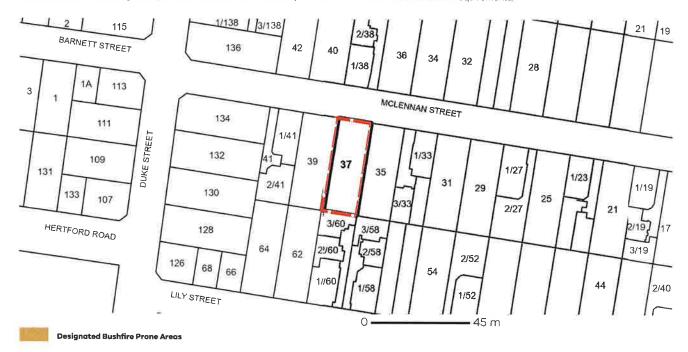


### **Designated Bushfire Prone Areas**

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA

Information for lot owners building in the BPA is available at https://www.olanning.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.acv.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 <u>Native Vegetation (Clause</u> 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)

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

Street Address: Cnr Napier and Hyde Streets Footscray

Postal Address:

PO Box 58, Footscray, Vic 3011

P: (03) 9688 0200 F: (03) 9687 7793 email@maribyrnong.vic.gov.au www.maribyrnong.vic.gov.au



## PROPERTY INFORMATION REQUEST CERTIFICATE

**Building Act 1993 BUILDING REGULATIONS 2018** Regulation 51 (1)

APPLICANT:

Landata

ISSUED:

30/07/2024

Level 13

697 Collins Street

**DOCKLANDS VIC 3008** 

YOUR REFERENCE:

73671102

**Property Location:** 

37 Mclennan Street BRAYBROOK VIC 3019

LOT: 1 TP: 86443 -: V:10282/F:022 **Property Description:** 

I refer to the application lodged with Council pursuant to Regulation 51 (Part 1) and advise that the following information has been extracted from Council's data base:

The following information is taken from Council's records:

- 1. Building Permits/certificated issued in the last ten years There are no building permits/certificates on file.
- 2. Building Notices or Building Orders current on the property There are no Building Notices or Orders on file.
- 3. There are no Infringement Notices current on the building.

This Property Information Request refers only to the Building particulars relating to the above property. Town Planning information can be obtained directly from the Town Planning Department on 9688 0200. Storm Water and Legal Point of Discharge information can be obtained directly from the Engineering Department on 9688 0200.

As the information contained in this document may have been collected from documentation provided by others and lodged with Council pursuant to the Building Act 1993, Council does not warrant the accuracy of the information.

If you have any questions please don't hesitate to contact Madeliene Davis on 9688 0200 during normal business hours, alternatively email buildingenquiries@maribyrnong.vic.gov.au

Yours faithfully,

Madeliene Davis Building Administration Officer on behalf of Municipal Building Surveyor





