

Contract of Sale

Vendor: Australian Unity Trustees as
executor of the estate of Lachlan
Allen McRae

Property: 5 Stonewall Close, Cairnlea 3023

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used primarily for farming;
- you and the vendor 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Uniform Law Application Act 2014 (Vic)**, under section 53A of the **Estate Agents Act 1980**.

Moores MDP Pty Ltd

1/5 Burwood Road, HAWTHORN 3122
Tel: (03) 9843 2100 Fax: (03) 9843 2102
Moores MDP Pty Ltd
ACN 625 708 689

CONTRACT OF SALE OF REAL ESTATE

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

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 conditions set out in this contract.

The terms of the contract are contained in the-

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

in that order of priority.

The Vendor Statement required by section 32(1) of the *Sale of Land Act 1962* is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor Statement, the general conditions and any special conditions.

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/...../2021

print name of person signing

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

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

SIGNED BY THE VENDOR on/...../2021

print name of person signing

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

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

PARTICULARS OF SALE

**VENDOR'S
ESTATE AGENT****@REALTY**

of: 5/12 Clarke Street, Sunshine 3020

Tel:

Fax:

Ref: David Falcone

Email: davidfalcone@atrealty.com.au

VENDOR**AUSTRALIAN UNITY TRUSTEES AS EXECUTOR OF THE
ESTATE OF LACHLAN ALLEN MCRAE**

of: 271 Spring Street, Melbourne 3000

**VENDOR'S
SOLICITOR****MOORES**

of: 1/5 Burwood Road, Hawthorn 3122

Tel: (03) 9843 2100

Fax: (03) 9843 2102

Ref: EC/SES/211099

Email: echoo@moores.com.au

PURCHASER

.....

of:

.....

**PURCHASER'S
SOLICITOR**

.....

of:

Tel: Fax:.....

Ref: Email:.....

**PROPERTY
ADDRESS****5 STONEWALL CLOSE, CAIRNLEA 3023****LAND**

The land is described –

- in the attached copy title(s)
- and plan(s)

as Certificate of Title Volume 10575 Folio 178 and includes all improvements and fixtures

GOODS

All fixed floor covering, electric light fittings and window furnishings

PAYMENT

Price \$

*Refer to general
condition 11*

Deposit \$

on signing

Balance \$

payable at settlement

SETTLEMENT

Settlement is due on

*Refer to general
condition 10*

GST

Refer to general condition 13

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

FARMING BUSINESS / GOING CONCERN

Refer to general conditions 13.4 or 13.5

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:

MARGIN SCHEME

Refer to general condition 13.6

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

VACANT POSSESSION / SUBJECT TO LEASE

Refer to general condition 10.1 (b) (ii)

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:

in which case refer to general condition 1.1. If this sale is “subject to lease” then the particulars of the lease are:

TERMS CONTRACT

Refer to general condition 23

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words “**terms contract**” in this box and refer to general condition 23 and add any further provisions by way of special conditions.

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

ENCUMBRANCES

Refer to general condition 1.3

This sale is NOT subject to the purchaser taking over the vendor’s existing mortgage unless the words “**subject to existing mortgage**” appear in this box:

If this sale is “subject to an existing mortgage” then the particulars of the mortgage are:

SPECIAL CONDITIONS

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

CONTRACT OF SALE OF REAL ESTATE — 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

- (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

MONEY

10. SETTLEMENT

10.1 At settlement:

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

- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (*Goods and Services Tax*) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and

- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

DEFAULT

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

SPECIAL CONDITIONS

1. Deposit

The deposit will be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962. The deposit may be invested by the Vendor's Solicitors in an interest bearing savings account in the name of the Vendor in trust for both parties. The interest to accrue on the deposit will belong to the Vendor unless the Purchaser is entitled to a refund of the deposit in which case the interest (less bank and administrative charges) will belong to the Purchaser.

2. Planning

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Brimbank City Council Planning Scheme and any other Town Planning Acts or Schemes.

3. Default Interest

If the Purchaser defaults in the payment of any monies due under this Contract then interest at the rate 3% higher than the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 computed on the monies due and unpaid during the period of default will be paid by the Purchaser on demand to the Vendor without prejudice to any other rights of the Vendor.

4. Auction

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

5. Guarantee

If the Purchaser is or includes a corporation, the Purchaser must immediately after execution of this Contract of Sale procure the execution of the Guarantee and Indemnity attached to this Contract by each of the Directors of the Purchasing Corporation. If there is more than one Purchaser under this Contract the word "Purchasers" shall be substituted for the word "Purchaser" wherever appearing in the said Guarantee and Indemnity prior to the execution thereof.

6. Mathematical Mistake

The parties agree that where a mathematical mistake has occurred so that a party –

- (a) has received less than that party is entitled; or
- (b) has paid more than that party is required,

under the terms of the Contract, the party may, in addition to all other remedies of that party, within two months from the date on which completion took place, by notice in writing require the other party to pay to that party an amount equal to the financial measure of the mistake.

7. Failure to Complete

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase monies outstanding under the Contract pay to the Vendor the following sums:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Storage cost of the Vendor's furniture and other possessions.

- (e) Legal costs and expenses as between Solicitor and client.
- (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

8. Property Inspection

The Purchaser acknowledges that the property has been purchased as a result of the Purchaser's own inspection and enquiries and the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's Agent.

9. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 9 applies, if the box is marked "EC"

- (a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
 - (i) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
 - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) 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.
- (g) The parties must do everything reasonably necessary to effect settlement:
 - (i) electronically on the next business day, or
 - (ii) 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 9(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

- (i) The vendor must before settlement:
 - (i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (ii) 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;
 - (iii) 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
 - (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- (j) 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.

10. Foreign resident capital gains withholding

- (a) Interpretation

Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("TAA") have the same meaning in this special condition unless the context requires otherwise.
- (b) Amount to be withheld

Only 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 of the TAA ("the amount"), then:

 - (i) the amount is to be deducted from the vendor's entitlement to the contract consideration; and
 - (ii) if there is no consideration or non-monetary consideration, the vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration; and
 - (iii) special condition 10(c) applies.
- (c) Purchaser and vendor obligations

The purchaser must:

 - (i) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (ii) ensure that the representative does so.
- (d) The purchaser must (and the terms of engagement for the purchaser's representative are taken to include instructions to) have regard to the vendor's interests and:
 - (i) 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;
 - (ii) promptly provide the vendor with proof of payment;
 - (iii) otherwise comply, or ensure compliance with, this special condition; and

- (iv) where the amount is not payable to the Commissioner, return it promptly to the vendor and the amount is a charge on the land until payment of the amount is made in accordance with this special condition;
- despite:
- (v) any contrary instructions, other than from both the purchaser and the vendor; and
 - (vi) any other provision in this contract to the contrary.
- (e) The purchaser (and its representative) is taken to have complied with the obligations in special condition 10(d) if:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
 - (f) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 of the TAA must be given to the purchaser at least 5 business days before the due date for settlement.
 - (g) The vendor must provide the purchaser with the information needed for the purchaser to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the TAA. 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.
 - (h) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
 - (i) The requirements of this special condition which are not or cannot be satisfied by settlement will survive and will not in any way be removed or be satisfied or determined on settlement.

11. GST withholding

- (a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- (b) This special condition 11 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 11 is to be taken as relieving the vendor from compliance with section 14-255.
- (c) 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.
- (d) The purchaser must:
 - (i) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (ii) ensure that the representative does so.
- (e) 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:
 - (i) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably

possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;

- (ii) 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
- (iii) otherwise comply, or ensure compliance, with this special condition;

despite:

- (iv) any contrary instructions, other than from both the purchaser and the vendor; and
- (v) any other provision in this contract to the contrary.

(f) The representative is taken to have complied with the requirements of special condition 11(e) if:

- (i) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

(g) 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:

- (i) so agreed by the vendor in writing; and
- (ii) the settlement is not conducted through an electronic settlement system described in special condition 9.

However, if the purchaser gives the bank cheque in accordance with this special condition 11, the vendor must:

- (iii) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (iv) 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.

(h) 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.

(i) A party must provide the other party with such information as the other party requires to:

- (i) decide if an amount is required to be paid or the quantum of it, or
- (ii) comply with the purchaser's obligation to pay the amount,

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

(j) The vendor warrants that:

- (i) 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
- (ii) 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.

- (k) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (i) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 11(j); or
 - (ii) 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.

- (l) This special condition will not merge on settlement.

12. Payment

General condition 11 is replaced with the following:

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

11.5 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.

13. 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.

14. 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.

15. Adjustments

General condition 15.3 is added:

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

16. Service

General condition 17 is replaced with the following:

- 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.
- 17.2 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, conveyancer 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:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

- (e) The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

17. Notices

General condition 21 is replaced with the following:

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

18. Interpretation

In the interpretation of this Contract where the context permits, words importing the singular number shall include the plural number and words importing the masculine gender shall include any other gender. If there is more than one Purchaser the agreements and obligations of the Purchasers will bind any two or more of them jointly and each of them severally.

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: Australian Unity Trustees as executor of the estate of Lachlan Allen
McRae

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:
Property: 5 Stonewall Close, Cairnlea
Certificate of Title: Volume 10575 Folio 178

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 2021

SIGNED SEALED AND DELIVERED by the said)
)
)
 Print Name) Signature of Guarantor
)
 In the presence of:)
)
 Signature of Witness)

SIGNED SEALED AND DELIVERED by the said)
)
)
 Print Name) Signature of Guarantor
)
 In the presence of:)
)
 Signature of Witness)

Vendor Statement

Vendor: Australian Unity Trustees
as executor of the estate of
Lachlan Allen McRae

Property: 5 Stonewall Close, Cairnlea
3023

MOORES

1/5 Burwood Road
HAWTHORN VIC 3122

Tel: (03) 9843 2100
Fax: (03) 9843 2102
Ref: **EC/SES/211099**

Moores MDP Pty Ltd
ACN 625 708 689

VENDOR STATEMENT

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR: Australian Unity Trustees as executor of the estate of Lachlan Allen McRae

PROPERTY: 5 Stonewall Close, Cairnlea 3023

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates.
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included above, other than any amounts described below.

Not applicable

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

Not applicable

1.3 Terms Contract

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

Not applicable

1.4 Sale Subject to Mortgage

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

Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the

vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable

2.2 Owner-Builder

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

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

Not applicable

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 under section 192A of the *Building Act* 1993.

3.4 Planning Scheme

Attached is a certificate with the name of the planning scheme, the name of the responsible authority, the zoning of the land and any planning overlay affecting the land.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable

4.2 Agricultural Chemicals

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

Not applicable

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:

Not applicable

5. BUILDING PERMITS

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

Are contained in the attached certificate.

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. SERVICES

Service	Connected
Electricity supply	Yes
Gas supply	Yes
Water supply	Yes
Sewerage	Yes
Telephone services	Yes

8. TITLE

Attached are copies of the following documents:

8.1 Registered Title

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

8.2 Right to sell

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

Grant of probate attached

9. DUE DILIGENCE CHECKLIST

The prescribed due diligence checklist is attached and the purchaser acknowledges that it has been made available to the purchaser from the time the land was offered for sale.

10. ATTACHMENTS

Copies of the following Title documents are attached:

- 10.1 The Certificate of Title Volume 10575 Folio 178;
- 10.2 Plan of Subdivision No 433006X;
- 10.3 Grant of Probate;
- 10.4 All Rate and Planning Certificates; and
- 10.5 Due Diligence Checklist.

DATE OF STATEMENT: the 13th day of July 2021

Nicole Woodward on behalf of Australian Unity Trustees Limited
as executor estate Lachlan McRae

Vendor's Signature: *Nicole Woodward*

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

DATE OF ACKNOWLEDGMENT: the day of 2021

Purchaser's Signature:

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

Page 1 of 1

VOLUME 10575 FOLIO 178

Security no : 124090921158H
Produced 02/07/2021 11:29 AM

LAND DESCRIPTION

Lot 660 on Plan of Subdivision 433006X.
PARENT TITLE Volume 10508 Folio 545
Created by instrument PS433006X 02/04/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LACHLAN ALLEN MCRAE of 5 STONEWALL CLOSE CAIRNLEA VIC 3032
AF069538A 16/05/2007

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS433006X 02/04/2001

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 PS433006X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 5 STONEWALL CLOSE CAIRNLEA VIC 3023

DOCUMENT END

In the Supreme Court of Victoria In its Probate Jurisdiction

In the Will of LACHLAN ALLEN MCRAE

Late of 5 Stonewall Close, Cairnlea, Victoria, Industrial Chemist, deceased.

Be It Known that the Registrar of Probates orders that:

Probate of the Will (a true copy of which is annexed) of the abovenamed deceased who died on 18 August 2020 be granted to **AUSTRALIAN UNITY TRUSTEES LIMITED ACN 162 061 556** of Level 15, 271 Spring Street, Melbourne, Victoria.

Non-proving executor: John Patrick Somerville (executor authorised a trustee company to act).

Date made and authenticated: 18 May 2021



Kathrine Price
REGISTRAR OF PROBATES

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS433006X
Number of Pages (excluding this cover sheet)	7
Document Assembled	02/07/2021 11:35

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. /	LTO use only EDITION 1	Plan Number PS 433006X
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<p>Location of Land Parish of Maribyrnong Section 7 Crown Allotment K(Pt)</p> <p>LTO base record: CHART 16 (3061)</p> <p>Title References: C/T Vol. <u>10508</u> Fol. <u>545</u> Last Plan Reference: Lot T on PS433005A Postal Address: Furlong Road (At time of subdivision) DEER PARK, 3023</p> <p>AMG Co-ordinates: E 304 600 (Of approx. centre of plan) N 5 818 000 Zone:55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: BRIMBANK CITY COUNCIL Ref: SOOO28</p> <p>1. This Plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 <u>21/07/00</u></p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council delegate Council seal Date <u>05 / 02 / 01</u></p>
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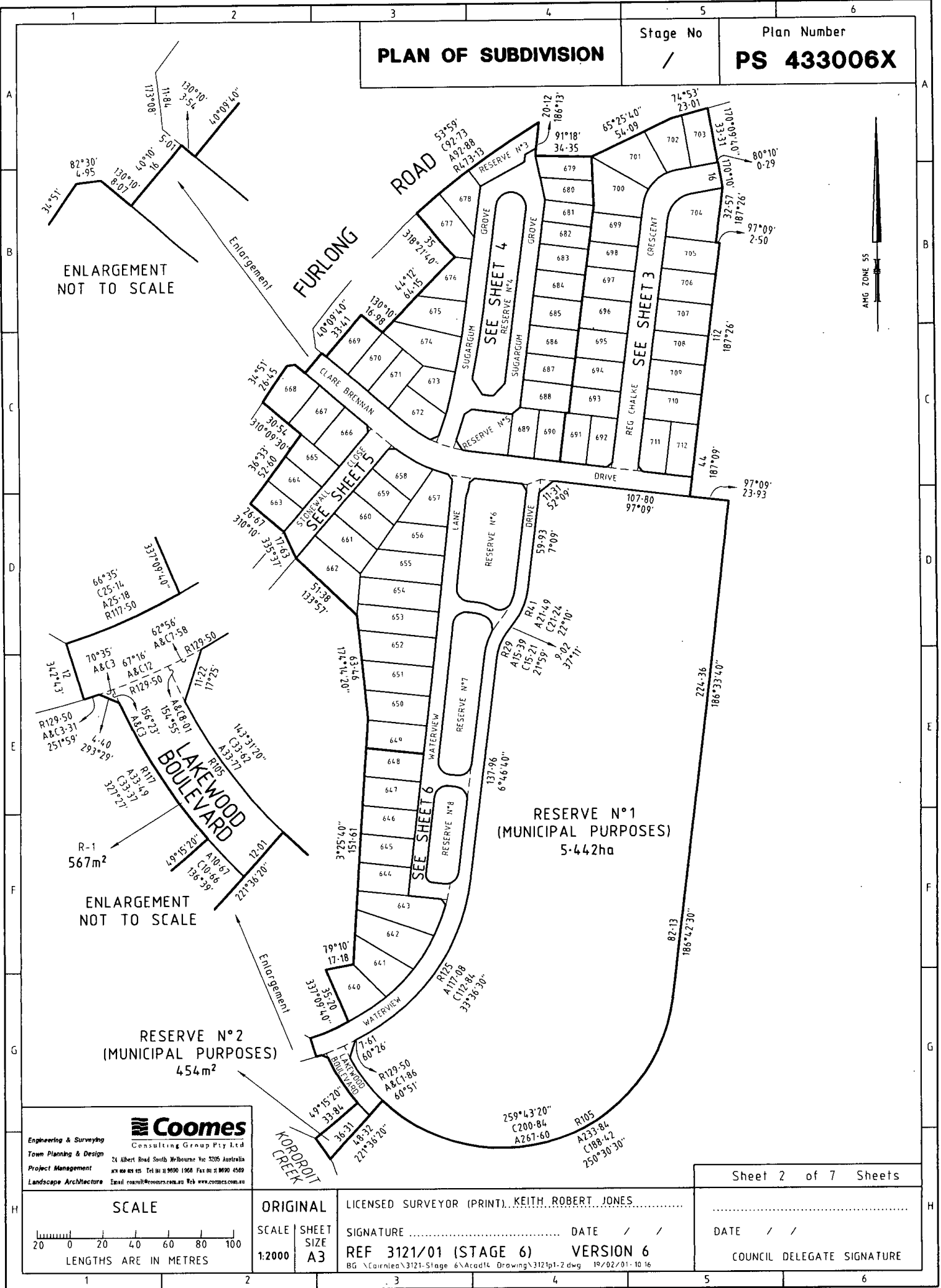
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS R-1 RESERVES No1 to 8	BRIMBANK CITY COUNCIL BRIMBANK CITY COUNCIL

Notations	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
<p>Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent marks no(s). MMB 2552, MMB 2523 & MMB 2257 in Proclaimed Survey Area no. —</p>	

Easement Information					LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/> -</p> <p style="text-align: right;">Date: <u>21 / 03 / 01</u></p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1 & E-3	Sewerage	2	This Plan	City West Water Limited	<p>LTO use only</p> <p>PLAN REGISTERED</p> <p>TIME <u>4 - 00 PM</u></p> <p>DATE <u>2 / 4 / 2001</u></p> <p style="text-align: right;"><i>Assistant Registrar of Titles.</i></p>
E-2 & E-3	Drainage	2	This Plan	Brimbank City Council	
E-4	Drainage & Sewerage	3	This Plan	Land in this Plan	
E-4	Sewerage	3	This Plan	City West Water Limited	
E-5	Sewerage	2-4	This Plan	City West Water Limited	
E-6	Drainage	2-5	This Plan	Brimbank City Council	

CAIRNLEA ESTATE - STAGE 6 (73 LOTS)	AREA OF STAGE - 12.84ha	Sheet 1 of 7 Sheets
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<p>Coomes Engineering & Surveying Town Planning & Design Project Management Landscape Architecture</p> <p>24 Albert Road South Melbourne Vic 3205 Australia M 051 829 636 Tel (61 3) 9690 1966 Fax (61 3) 9690 4569 Email consult@coomes.com.au Web www.coomes.com.au</p>	<p>LICENSED SURVEYOR (PRINT): KEITH ROBERT JONES</p> <p>SIGNATURE DATE <u>29 / 01 / 01</u></p> <p>REF <u>3121/01</u> VERSION <u>6</u></p> <p><small>ME - Melbourne N 3121 Stage 6 Drawing N 31/01 1 dwg 24/01/01 14.40</small></p>	<p>DATE <u>05/02/01</u> COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 433006X

ENLARGEMENT
NOT TO SCALE

FURLONG
ROAD

CLARE BRENNAN

SEE SHEET 4

SEE SHEET 3

SEE SHEET 5

SEE SHEET 6

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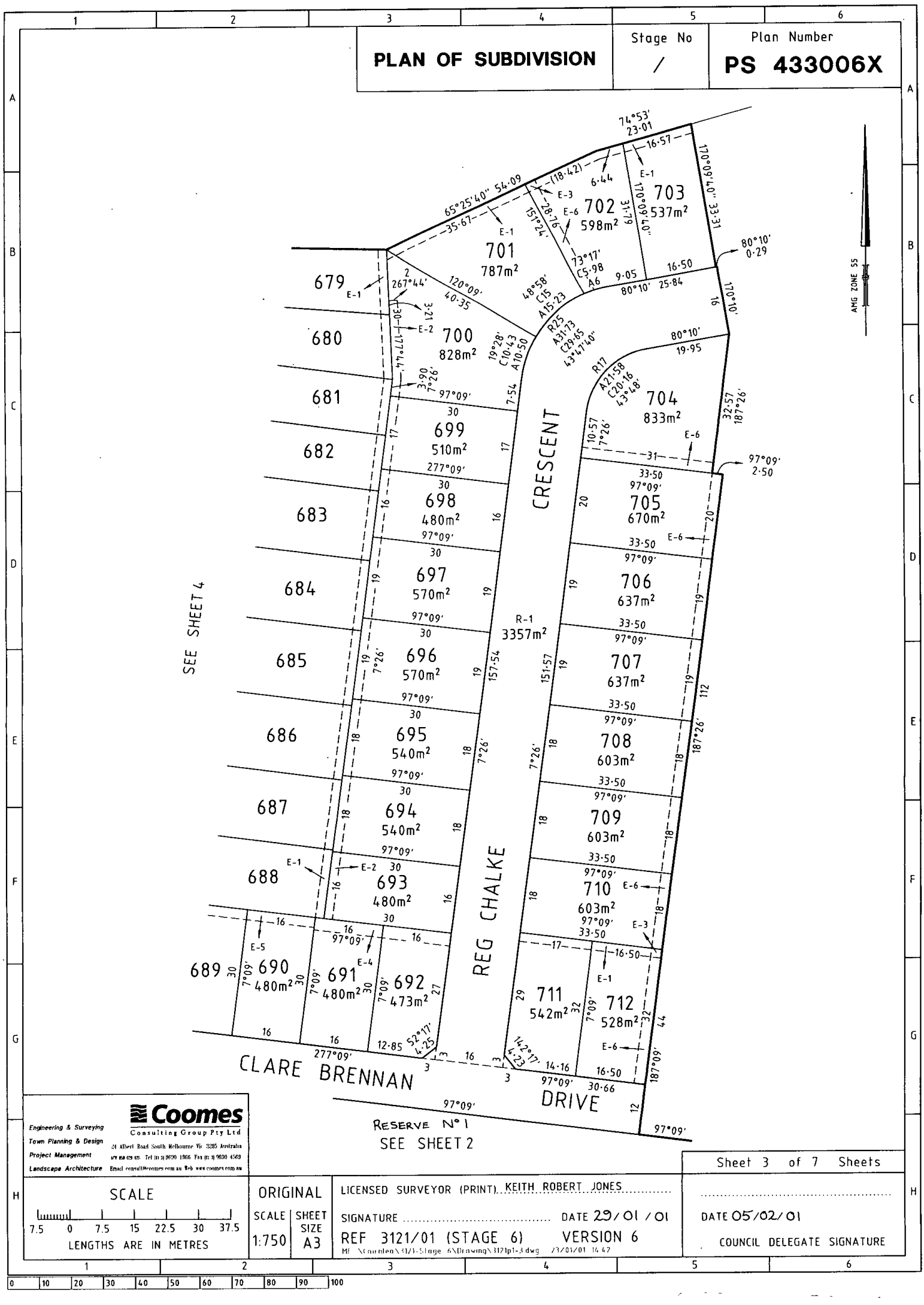
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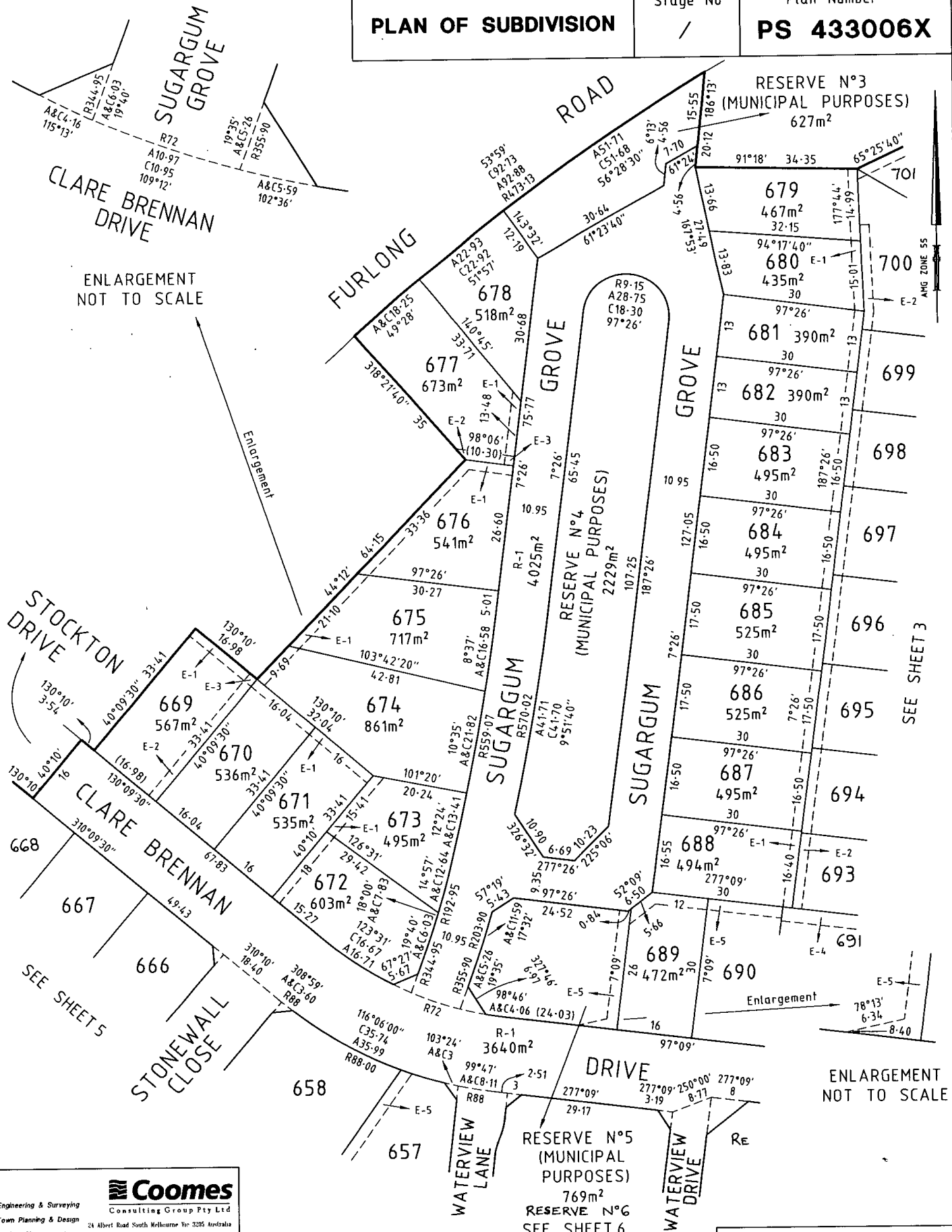


PLAN OF SUBDIVISION

Stage No

Plan Number

PS 433006X



ENLARGEMENT
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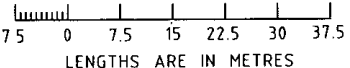
SEE SHEET 3

ENLARGEMENT
NOT TO SCALE

Coomes
Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
an aa as as 1-1 (a) 9600 1966 Fax (a) 9600 4769
Email: central@coomes.com.au Web: www.coomes.com.au

SCALE



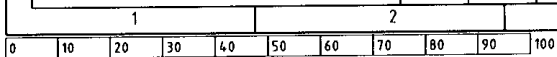
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SCALE SHEET
1:750 SIZE
A3

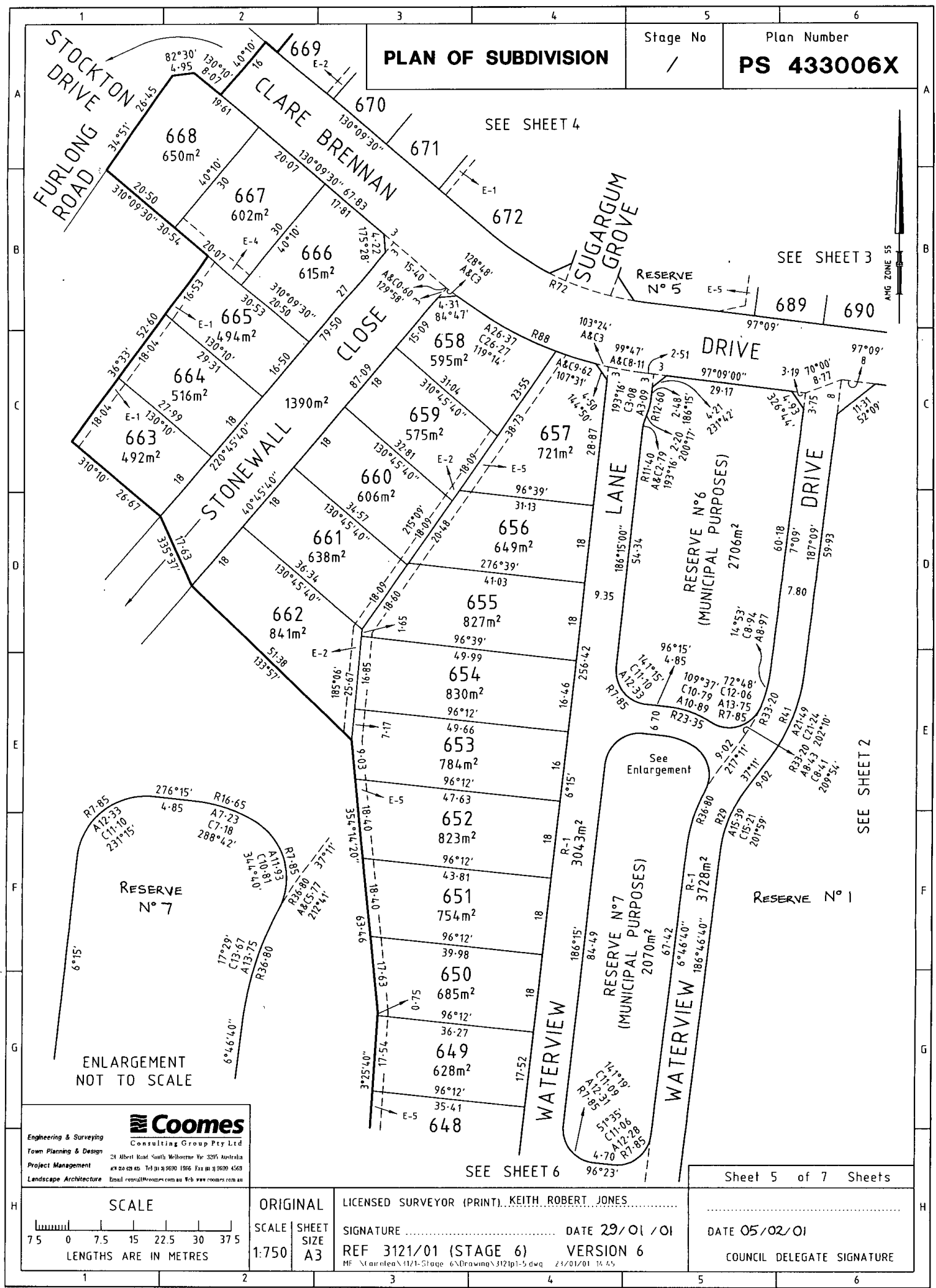
LICENSED SURVEYOR (PRINT) KEITH ROBERT JONES

SIGNATURE DATE 29/01/01
REF 3121/01 (STAGE 6) VERSION 6

Sheet 4 of 7 Sheets

DATE 05/02/01
COUNCIL DELEGATE SIGNATURE





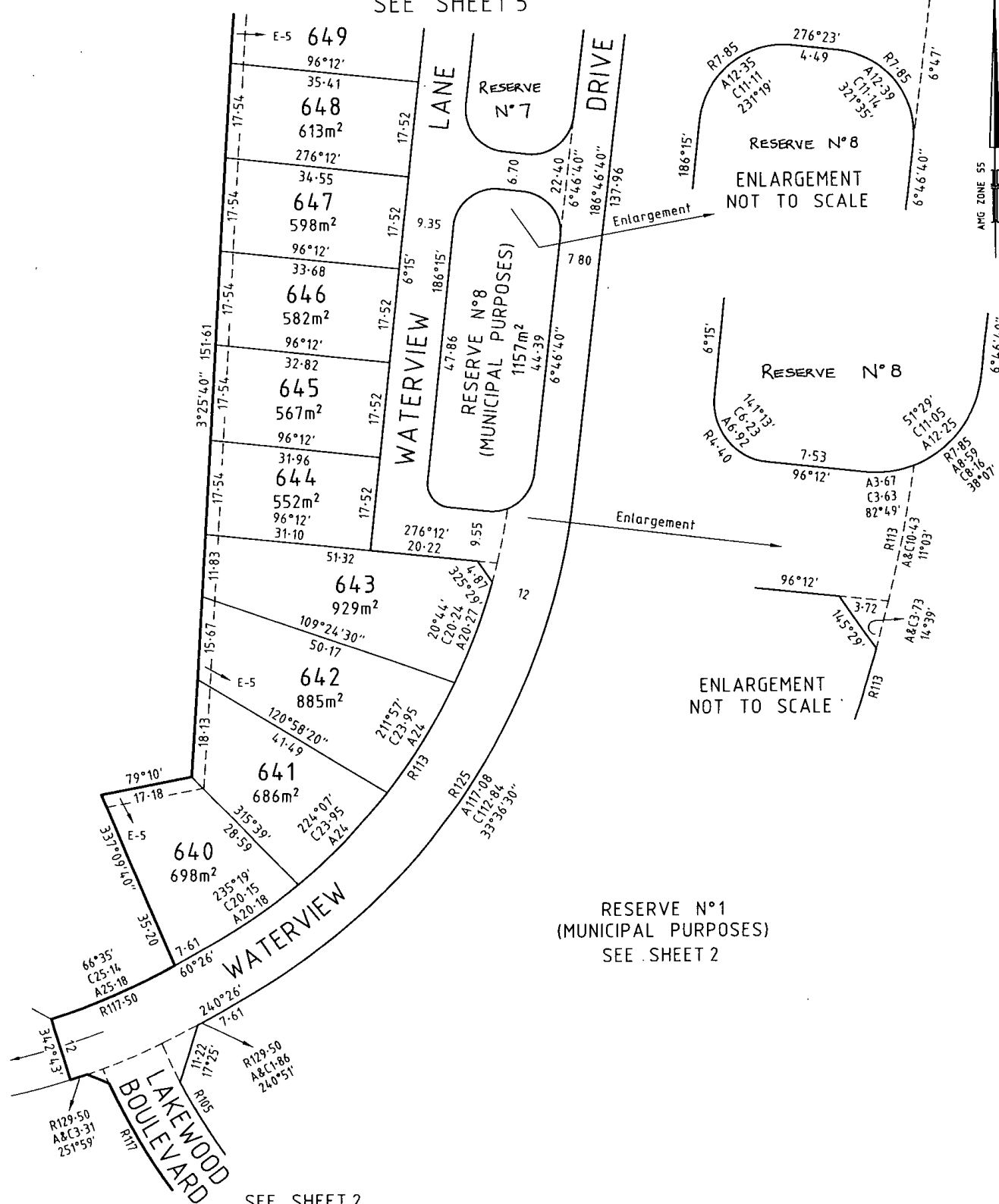
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 433006X

SEE SHEET 5



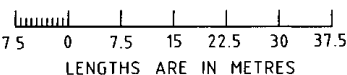
Coomes
Consulting Group Pty Ltd

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture

ROOMIES
Consulting Group Pty Ltd

24 Albert Road South Melbourne Vic 3205 Australia
Tel: 03 439 4575 Tel (in US): 9690 1966 Fax (in US): 9690 4569
Email: consult@roomies.com.au Web: www.roomies.com.au

SCALE



ORIGINAL

SCALE	SHEET
1:750	SIZE A3

LICENSED SURVEYOR (PRINT) KEITH ROBERT JONES

SIGNATURE DATE 29/01/01

REF 3121/01 (STAGE 6) VERSION 6

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Sheet 6 of 7 Sheets

DATE 05 /02/ 01

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

/

LTO use only

EDITION

Plan Number

PS 433006XCREATION OF RESTRICTIONS

The following restriction is to be created upon registration of this plan

For the purposes of this restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.
- (c) Services pipes excludes stormwater downpipes
- (d) Primary Street frontage means the boundary to which the front of the house is orientated.
- (e) Secondary Street frontage means a street frontage other than the Primary Street frontage.

LAND TO BENEFIT: Lots 640 to 712 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 640 to 712 (all inclusive) on this plan.

DESCRIPTION OF RESTRICTION: The registered proprietor or proprietors for the time being of any lot on this plan to which any of the following restrictions applies shall not:

- 1 Construct more than one dwelling on any lot on this plan.
- 2 Except for the common boundaries of Lots 679 & 680 and 681 & 682 construct any dwelling or any part of a dwelling on any lot on this plan with a zero setback to any side or rear boundary.
- 3 Construct any dwelling on a boundary with a zero setback that is greater than eight metres in height to the ridge line of the dwelling above the finished surface level as shown on the approved engineering drawings.
- 4 Construct any dwelling on any lot on this plan closer than 4 metres of the Primary Street frontage.
- 5 Construct any garage on any lot on this plan closer than 5 metres of the Primary Street frontage.
- 6 Construct any building closer than 2 metres from a Secondary Street frontage.
- 7 Construct any dwelling greater than one storey on any lot on this plan unless all services pipes are not on the exterior of the dwelling.
- 8 Construct any fence on a Primary Street frontage on any lot on this plan.
- 9 Construct any fence on any boundary of a lot on this plan closer to the Primary Street frontage of the lot than that part of the facade of the dwelling which is closer to the Primary Street frontage.
- 10 Construct a fence along a Secondary Street frontage unless:
 - (i) It is done with the approval of the Urban Land Corporation and
 - (ii) It accords with the fence types permitted by the Urban Land Corporation and detailed in the Cairnlea Residential Siting and Design Guidelines.
 - (iii) This condition expires after a period of 5 years from the date of Registration of this plan at the Office of Land Registry.
11. For Lots 640 to 643, 657 to 658, 666 to 673, 689 to 692, 711 and 677 to 678 construct a dwelling with a floor level below that specified in the following table.

Lot No.	Floor Level m (A.H.D.)
640	51.52
641	52.05
642	52.25
643	52.51
657	54.75
658	54.87
666	55.07
667	55.17

Lot No.	Floor Level m (A.H.D.)
668	55.32
669	55.21
670	55.13
671	55.05
672	54.97
673	55.37
677	56.07
678	56.22

Lot No.	Floor Level m (A.H.D.)
689	54.52
690	54.43
691	54.51
692	54.57
711	55.08

NOTE: "Responsibility for the enforcement of this Notice of Restriction under the Subdivision Act 1988 and/or the Transfer of Land Act 1958 lies with the benefited Lands listed herein and not with the Brimbank City Council"

Sheet 7 of 7 Sheets

Coomes
Consulting Group Pty Ltd

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture

24 Albert Road South Melbourne Vic 3205 Australia
47X 850 829 635 Tel (61 3) 9690 1986 Fax (61 3) 9690 4569
Email consult@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) **KEITH ROBERT JONES**

SIGNATURE DATE **29/01/01**

REF: **3121/01 (STAGE 6)** VERSION **6**

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DATE **05/02/01**

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

758352

APPLICANT'S NAME & ADDRESS

MOORES LEGAL PTY LTD C/- INFOTRACK (AFFINITY) C/-
LANDATA
MELBOURNE

VENDOR

MCRAE, LACHLAN ALLEN

PURCHASER

N/A, N/A

REFERENCE

358278

This certificate is issued for:

LOT 660 PLAN PS433006 ALSO KNOWN AS 5 STONEWALL CLOSE CAIRNLEA
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

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

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

02 July 2021

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

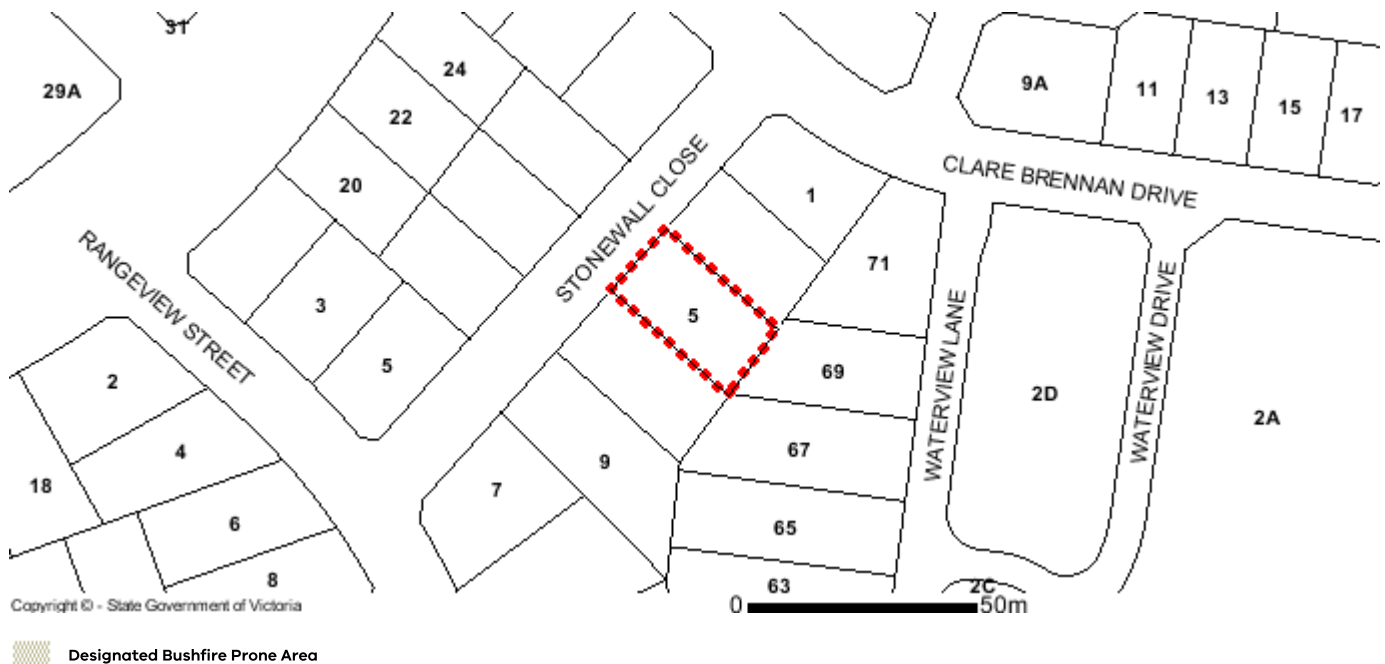
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 5143 6118

DATE OF ISSUE - 2/07/2021

APPLICATION NO.

958973

LANDATA COUNTER SERVICES

YOUR REF.

50698314-023-3

SOURCE NO. 99904685210

PROPERTY: 5 STONEWALL CLOSE CAIRNLEA VIC 3023

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of six hundred and fifteen dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/06/2021	0.00	0.00
PARKS SERVICE CHARGES	80.20	Annually	30/06/2021	0.00	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/06/2021	0.00	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/06/2021	0.00	0.00
TOTAL	615.88			0.00	0.00

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 0.00

Volumetric charges owing to 4/06/2021. 0.00

Adjustments 0.00

Current amount outstanding 0.00

Plus remainder service charges to be billed 615.88

BALANCE including unbilled service charges 615.88

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1250 5143 6118



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 5143 6118

DATE OF ISSUE - 2/07/2021

APPLICATION NO.

958973

Please note the water meter on this property was last read on 4/06/2021.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 4/06/2021 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.21 per day
Sewerage Disposal Charge	\$0.05 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 4/06/2021 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 5143 6118

DATE OF ISSUE - 2/07/2021

APPLICATION NO.

958973

Information given pursuant to section 158 of the Water Act 1989

Conditional consent has been previously given (File Ref. 2106547) to the owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

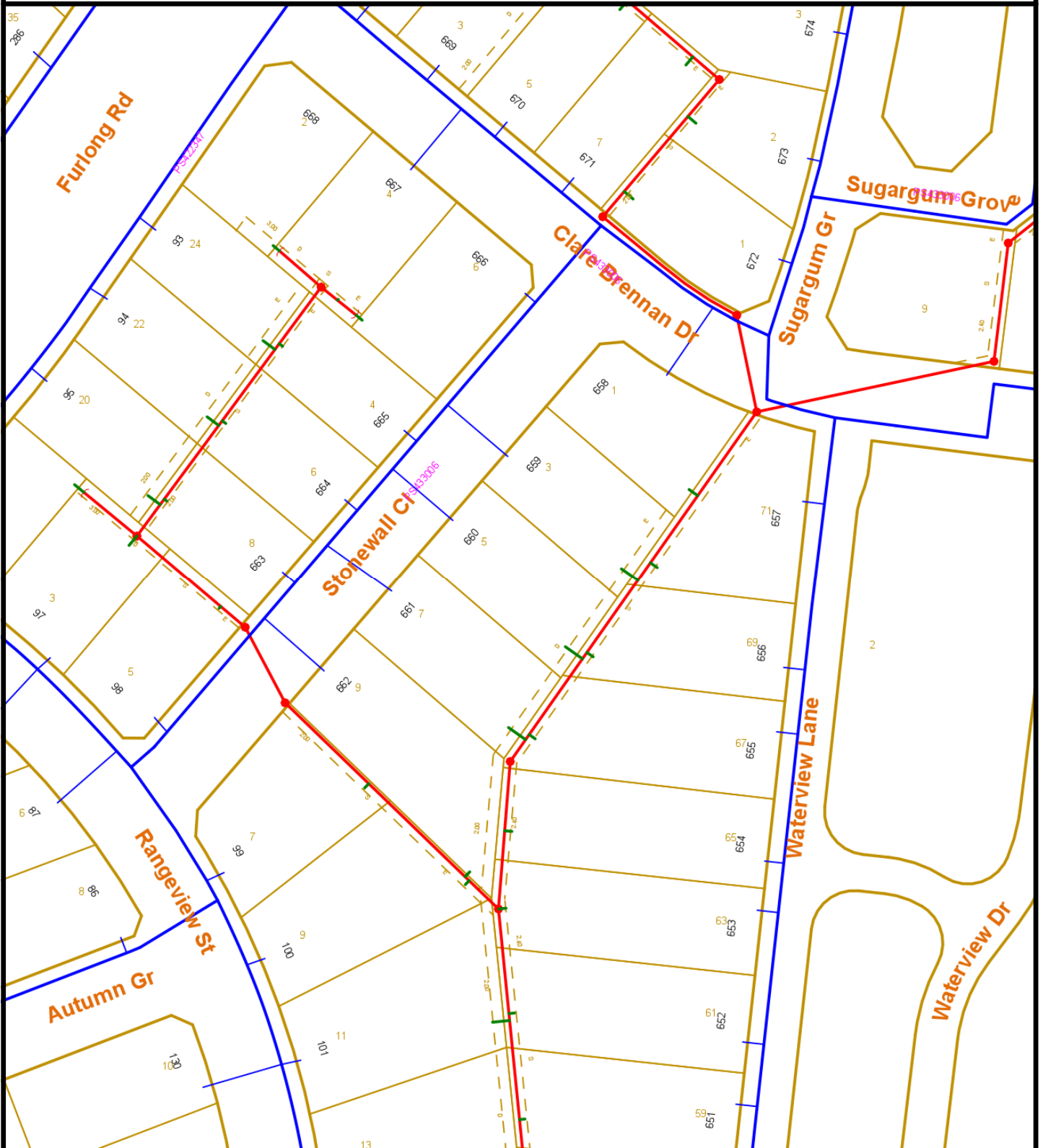
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

5 STONEWALL CLOSE CAIRNLEA 3023

Application No. 958973



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 02/07/2021

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au

PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2021 to 30 June 2022.

Your Reference: 50698314-012-7
Assessment Number: 912048

Certificate Number: 97714
Issue date: 07/07/2021

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 5 STONEWALL CLOSE CAIRNLEA 3023

Title: LOT: 660 PLN: 433006
Volume No:
Folio No.
Ward: Grasslands

Capital Improved Value: \$720,000
Net Annual Value: \$36,000
Site Value: \$510,000
Effective Date: 1/07/2021
Base Date: 01/01/2021

RATES CHARGES AND OTHER MONIES:

Residential	\$1,451.52
Municipal Charge	\$77.63
140ltr Environmental Charge	\$304.30
240ltr Green Waste Charge	\$104.64
Public Amenities Cleansing Levy	\$87.60
Fire Service Levy Residential Charge	\$114.00
Fire Service Levy Residential Rate	\$42.48
Rate Arrears to 30/06/2021:	\$0.00
Interest to 29/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$2,182.17
Additional Monies Owed:	
Debtor Balance Owing	\$0.00
Special Charge:	
nil	nil
TOTAL DUE: \$2,182.17	

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 912048
Certificate Number: 97714



Biller Code: 93948
Reference No: 00000912048
Amount: \$2,182.17

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 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 easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'Bruce M'.

AUTHORISED OFFICER

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / MOORES LEGAL PTY LTD

Your Reference:	211099
Certificate No:	47957591
Issue Date:	02 JUL 2021
Enquiries:	ESYSPROD

Land Address:	5 STONEWALL CLOSE CAIRNLEA VIC 3023
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
28626709	660	433006	10575	178	\$0.00

Vendor: LACHLAN MCRAE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR LACHLAN ALLEN MCRAE	2021	\$510,000	\$0.00	\$0.00	\$0.00

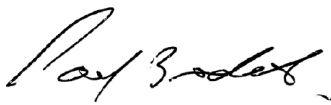
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$720,000
SITE VALUE:	\$510,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47957591

Power to issue Certificate

1. The Commissioner of State Revenue can 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.

Information for the vendor

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

Amount shown on Certificate

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

General information

6. 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.
7. 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.

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.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$795.00

Taxable Value = \$510,000

Calculated as \$275 plus (\$510,000 - \$250,000) multiplied by 0.200 cents.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47957591

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: 47957591

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



Your Reference: 50698314-013-4
Our Reference: 18795
Contact: Deanne Andrew
Telephone no: 9249 4603

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au

PO BOX 70
Sunshine Victoria 3020

301 Hampshire Road
Sunshine

LANDATA
GPO Box 527
MELBOURNE VIC 3001

Property Address:	5 STONEWALL CLOSE CAIRNLEA 3023
Title Information:	LOT: 660 PLN: 433006

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection	
			Date	No.
Nil				

(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);

Statement Details	Date Issued	RBS Name
Nil		

(c) Details of any current notice or order issued by the relevant building surveyor under the Act;

Building Enforcement Type	Date Issued	RBS Name
Nil		

PLEASE NOTE:

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

A handwritten signature in blue ink, appearing to read 'Ashley Hansen'.

ASHLEY HANSEN
MUNICIPAL BUILDING SURVEYOR
BRIMBANK CITY COUNCIL

DATE: 5 July 2021



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Moores Legal Pty Ltd C/- InfoTrack (Affinity)
475-495 Victoria Avenue
CHATSWOOD 2067
AUSTRALIA

Client Reference: 358278

NO PROPOSALS. As at the 2th July 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 STONEWALL CLOSE, CAIRNLEA 3023
CITY OF BRIMBANK

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

Date of issue: 2th July 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 50698314 - 50698314112926 '358278'

Extract of EPA Priority Site Register

Page 1 of 2



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 5 STONEWALL CLOSE
SUBURB: CAIRNLEA
MUNICIPALITY: BRIMBANK
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 25 Reference G5
DATE OF SEARCH: 2nd July 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 50698314 - 50698314112926
'358278'



Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.