

KARA LUCIA BARBUTO

CONTRACT OF SALE
of
34 STAUNTON LANE, GLEN IRIS

John Bennison
Solicitor
43 Tooronga Road
East Malvern, Victoria, 3145
Ph: (03) 9571 5000
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Contract of Sale of Real Estate

Property address: 34 STAUNTON LANE, GLEN IRIS 3146

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../2022

Print name(s) of person(s) signing:

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2022

Print name(s) of person(s) signing:

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below 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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

Particulars of sale

Vendor's estate agent

Name: **Doubleday Real Estate Pty Ltd (ABN 54 006 728 294)**

Address: 22 Normanby Road, Kew 3101

Email: sasha@doubledayrealestate.com.au & admin@doubledayrealestate.com.au

Tel: (03)

Mobile: 0401 903 144

Vendor

Name: **KARA LUCIA BARBUTO (formerly Kara Lucia Jago)**

Vendor's legal practitioner

Name: **John Bennison**

Address: 43 Tooronga Road, Malvern East 3145

Email: john.bennison@bennisons.com

Tel: (03) 9571 5000

Purchaser

Name:

Address:

ABN/ACN:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11291 Folio 343	3	PS 626349Q

If no title or plan reference are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

Property address

The address of the land is: **34 STAUNTON LANE, GLEN IRIS VICTORIA 3146**

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings and window furnishings.

Payment

Price \$

Deposit \$ payable on the signing hereof

Balance \$ payable at settlement

Deposit Bond

~~General Condition 15 applies only if the box is checked~~

Bank Guarantee

~~General Condition 16 applies only if the box is checked~~

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if this box is checked

This sale is a sale of land on which a "farming business" is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a "going concern" if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 and 26.2)

is due on / /2022 or earlier by agreement.

At settlement the purchaser is entitled to vacant possession of the property.

Loan (general condition 20)

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

Lender:

Loan amount: \$ Approval date: / /2022

Building Report

General condition 21 applies only if the box is checked

Pest Report

General condition 22 applies only if the box is checked

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

special conditions

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 The contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by email or such other electronic means as may be agreed upon in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. 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.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of real estate published by the Law Institute of Victoria and the Real Estate Institute of Victoria Ltd in August 2019 except where struck through and deleted.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.

6.4 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.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 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.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 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.

7.2 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.

8. SERVICES

8.1 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.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. 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.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 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.

- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 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.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 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.

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

13.5 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.

13.6 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.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.7 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 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.

14.2 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.

14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.

14.4 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.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 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.

14.7 Payment of the deposit may be made or tendered

- (a) In cash up to \$1,000 or 0.2% of the price, whichever is greater, 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.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 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.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement,
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires,
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser, and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of
- (a) settlement,
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser, and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under this general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendors legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks,
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties, or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

If, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 p.m., or 6.00 p.m. if the nominated time for settlement is after 4.00 p.m.

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

18.9 The vendor must before settlement;

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or to the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or to the electronic lodgement network operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber, or if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price, or
 - (b) GST is payable 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
 - (c) 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
 - (d) 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.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.

- 21.3 All money must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by

non-monetary consideration.

- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the obligations in special condition 24.6 if the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The Purchaser must notify the vendor in writing of the name of the recipient of the "supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*" at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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 that amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition, and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property,
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment, and
 - (c) otherwise, comply or ensure compliance, with this general condition,
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor, and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network, and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing, and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply, and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* the information must be provided within 5 business day of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255, and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11, or

- (b) the purchaser has a 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.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] 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.
- 27.3 A document is sufficiently served
 - (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, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by
 - (a) express post is taken to have been served on the next business day after posting, unless provided otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless provided otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless provided 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 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.
- 28.2 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. 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.

30. TERMS CONTRACT

30.1 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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

SPECIAL CONDITIONS

1. INTERPRETATION

- (a) a heading may be used to assist in interpretation but is not legally binding;
- (b) a reference to the Property or any other thing includes the whole or any part of the Property or any other thing;
- (c) a reference to a party includes the party's successors and permitted assigns;
- (d) an obligation imposed by this contract on more than one person binds them jointly and severally

2. IDENTITY

2.1 Admission of identity

The Purchaser admits that the Land is identical with the land described in the title particulars set out in the Particulars of Sale.

2.2 No title amendments

The Purchaser may not call on the Vendor to amend title or to bear or to contribute to the cost of amending title.

3. PLANNING

3.1 Purchase subject to restrictions

The Purchaser buys the Property subject to any restriction on its use or development under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use of the Property (**Planning Restriction**).

3.2 Restrictions not defects in title

A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of this contract.

3.3 No compensation

The Purchaser may not make any objection to or be entitled to any compensation from the Vendor because of any Planning Restriction.

4. ENTIRE AGREEMENT

4.1 Acknowledgment

The Purchaser acknowledges that:

- (a) this contract is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering into this contract except those included in this contract;
- (c) the Purchaser has not relied on any information in any brochure, investment report or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the Property;
- (d) the Purchaser has relied on its own inspection and inquiries in purchasing the Property and any buildings, fences, plant and equipment, fixtures and fittings (**the Installations**) sold with the Property.

4.2 No warranties

The Vendor and the agents of the Vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the Property or the services connected or available to it;
- (b) that the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract).

5. WAIVER

An express or implied waiver of a breach of any obligation, provision or condition of this contract does not operate as a waiver of any other breach of the same or any other obligation, provision or condition of this contract.

6. TIME OF THE ESSENCE

Time remains the essence of this contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

7. SETTLEMENT TIME AND PLACE

7.1 Settlement time

Settlement is to take place no later than 4.00 p.m. on the Settlement Date failing which settlement is deemed to take place on the next business day and the Purchaser is deemed to have made a default in payment of the residue of the Price unless settlement does not take place in accordance with this special condition as a result of a default by the Vendor.

8. NON-MERGER

Any provision of this contract that is capable of having effect after the Settlement Date will not merge in the instrument of transfer of the Land.

9. FIRB APPROVAL

- (i) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (C'th)* do not require the purchaser to obtain consent to enter this contract.
- (ii) If there is a breach of the warranty contained in Special Condition 10.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- (iii) This warranty and indemnity do not merge on completion of this contract.

10. DELETION

The following General Conditions are deleted and do not apply to this Contract:

General Condition 31.4, 31.5 and 31.6.

11. FURTHER ASSURANCES

The Vendor and the Purchaser must sign any documents and do anything else reasonably necessary to give effect to the terms of this contract.

12. GST WITHHOLDING NOTICE

The Vendor gives notice and warrants that 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 (C'th)*. No GST withholding is required to be made by the Purchaser.

GUARANTEE AND INDEMNITY

IN CONSIDERATION of the Vendor having entered into the Contract at the request of each of the Guarantors described in the Schedule (each of whom is described as the **Guarantor**):

1. **THE GUARANTOR GUARANTEES** to the Vendor due and punctual payment and performance by the Purchaser of:

- (a) the Price and each part of it;
- (b) all other moneys; and
- (c) the terms and conditions contained in the Contract

on the part of the Purchaser to be paid, observed or performed; and

2. **THE GUARANTOR INDEMNIFIES** and agrees to keep indemnified the Vendor against all loss and damage, suffered or incurred by the Vendor as a result of any default by the Purchaser in any payment under the Contract or the observance or performance by the Purchaser of the covenants and conditions of the Contract; and

3. **THE GUARANTOR COVENANTS** with the Vendor that:

3.1 If at any time default is made in payment of any moneys due and payable by the Purchaser under the Contract, the Guarantor will immediately on demand by the Vendor pay the whole of those moneys then due and payable, or

3.2 If for any reason:

- (a) the Purchaser ceases to be bound by all or any of the terms of the Contract; or
- (b) the obligations of the Purchaser under the Contract are abrogated, diminished or modified in any way (otherwise than by performance of all the Purchaser's obligations or otherwise than by express agreement in writing to which the Vendor is a Party) and whether by operations of Law or otherwise including - but not being limited to:

disclaimer of the Contract by any liquidator or any other person who is or purports to be entitled by law to disclaim it:

- then
- (i) the Guarantor will pay to the Vendor an amount equal to the total loss or damage caused to the Vendor by reason of the Purchaser having so ceased to be bound or having its obligations so abrogated, diminished or modified; and
 - (ii) the Guarantor will in addition do all other acts and things as the Vendor may require to place the Vendor in as good a position as the Vendor would otherwise have been.

The obligations of the Guarantor under this clause are original and independent and not by way of surety.

3.3 The Guarantor is not released from liability under this Guarantee and Indemnity except by payment in full of the Price and the other moneys payable in accordance with the Contract, the performance and observance of all of the obligations of the Purchaser under the Contract and payment of all moneys under the Guarantee and Indemnity.

3.4 The Guarantee and Indemnity is not affected by:

- (a) any waiver or indulgence whether as to time or otherwise;
- (b) any variation of the terms of the Contract;
- (c) any assignment, renewal or extension of the Contract which the Vendor and Purchaser may agree;
- (d) any want of capacity or of due execution by the Purchaser; or
- (e) by any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.

- 3.5 The Guarantor will not compete with the Vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the Purchaser.
- 3.6 In this document:
- (a) the expression **the Contract** means the contract of sale and land to which this Guarantee and Indemnity is attached;
 - (b) the expression **loss and damage** includes both direct and consequential loss or damage;
 - (c) the expressions used in the Contract have the same meaning in this Guarantee and Indemnity;
 - (d) the singular means and includes the plural;
 - (e) if there is more than one Guarantor their obligations are joint and several;
 - (f) references to the Vendor is to each of them if there is more than one; and
 - (g) if there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this Guarantee and Indemnity does not affect the liability of the other Guarantors.
4. This Guarantee and Indemnity is continuing and is not discharged by the winding up of or if the Guarantor is a natural person, by the death of, the Vendor or Purchaser or the Guarantor. This Guarantee and Indemnity continues to bind the successors and legal personal representatives of the Guarantor.

KARA LUCIA BARBUTO

VENDOR'S STATEMENT
for
34 STAUNTON LANE, GLEN IRIS

John Bennison
Solicitor
43 Tooronga Road,
East Malvern, Victoria, 3145
Ph: (03) 9571 5000
john.bennison@bennisons.com

**SALE OF LAND ACT - SECTION 32
VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE**

VENDOR: KARA LUCIA BARBUTO (FORMERLY KARA LUCIA JAGO)

PROPERTY: 34 STAUNTON LANE, GLEN IRIS 3146

FINANCIAL MATTERS

1.1 Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates.

1.2 The particulars of any charge (whether registered or not) over the Property imposed by or under an Act to secure the amount due under that Act including the amount owing under the charge are as follows -

Save and except for any unpaid rates or land tax, nil.

1.3 Any amounts for which the Purchaser may become liable in consequence of the purchase of the Property are as follows:

Save and except for any unpaid rates or land tax, nil

2. INSURANCE

Damage & Destruction

The Contract of Sale does not provide that the land does not remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

3. LAND USE

3.1 Easements Covenants or other similar Restrictions

A description of any easement, covenant or other similar restriction affecting the land (registered or unregistered), if any is in the attached copies of the documents.

Particulars of any existing failure to comply with their terms are: Nil.

3.2 Road Access

There is access to the Property by road.

3.3 Bush-Fire Prone Area

The property is not in a Bush-fire Prone Area as designated by the Building Regulations.

3.4 Planning Scheme

Information concerning any planning instruments is contained in the attached certificate.

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 Property being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge are as follows: Nil

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

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

VOLUME 11291 FOLIO 343

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LAND DESCRIPTION

Lot 3 on Plan of Subdivision 626349Q.
PARENT TITLE Volume 11287 Folio 076
Created by instrument PS626349Q 22/08/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KARA LUCIA JAGO of 34 STAUNTON LANE GLEN IRIS VIC 3146
AM763204A 10/05/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM763205X 10/05/2016
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT as to part 0757756

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 PS626349Q 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: 34 STAUNTON LANE GLEN IRIS VIC 3146

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Effective from 22/10/2016

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 28/02/2022, for Order Number 73010755. Your reference: JAGO - 34 STAUNTON AVE.

757756

an encumbrance affecting the same.

DATED this 18th day of August One thousand nine hundred and Fourteen.

SIGNED by the said WILLIAM ROBERT) *W. R. Manfield*
MANFIELD in the presence of)

*W. Leonard,
Clerk of the Court,
Melbourne.*

SIGNED by the said DAVID RICHARD) *D. R. Davis.*
DAVIES in the presence of)

*Arthur Smith,
Managing Clerk
of the Court,
Melbourne.*

ENCUMBRANCES REFERRED TO

Special Railway Conditions contained in Crown Grant to Philip Oliphant Kingston.



0757756-1-3



DATED

1914

MR. W. R. MANFIELD
TO
MR. D. R. DAVIES

TRANSFER

H. Maurice Davis
Solicitor
400 Collins Street
Melbourne.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	NAMES OF THE PARTIES THERETO	NUMBER OR SYMBOL THEREOF
Transfer as to part	THE 19 th DAY OF August 1914 AT 11 O'CLOCK IN THE FORENOON	William Robert Manfield to David Richard Barnes	707752
<p><i>H. Maurice Davis</i></p> <p>ASSISTANT REGISTRAR LE TALLEY</p>			
<p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 3665 FOL 732745</p> <p><i>H. Maurice Davis</i></p> <p>ASSISTANT REGISTRAR OF TITLES</p>			



0757756-2-9

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PS626349Q

SUBDIVISION ACT 1988	STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		EDITION 1	PS 62



LOCATION OF LAND

PARISH: PRAHRAN

TOWNSHIP: -----

SECTION: -----

CROWN ALLOTMENT: -----

CROWN PORTION: 210 (PART)

TITLE REFERENCES: VOL.11287 FOL.078

LAST PLAN REFERENCE: PS 412797E LOT 2

POSTAL ADDRESS: 290B TOORONGA ROAD
(at time of subdivision) GLEN IRIS 3146

MGA CO-ORDINATES: E 327 820 ZONE: 55
(of approximate centre of land in plan) (D.C.M.B.) N 5 808 720

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : CITY OF STONNINGTON REF: 192/09

~~1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.~~

2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 29/08/2009

3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE 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 / /~~

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE 31/5/2011

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROAD, R-1	CITY OF STONNINGTON

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY	STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.
<p>THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.</p> <p>SURVEY THIS PLAN IS BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . -----</p> <p>IN PROCLAIMED SURVEY AREA No. -----</p>	

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					LRS USE ONLY
					STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT
					RECEIVED <input checked="" type="checkbox"/>
					DATE 11 / 08 / 2011
					LRS USE ONLY
					PLAN REGISTERED
					TIME 12.15PM
					DATE 22 / 08 / 2011
					GARY M ROBERTSON
					ASSISTANT REGISTRAR OF TITLES
					DATE 31 / 5 / 2011
					COUNCIL DELEGATE SIGNATURE

<p>Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne 3000 phone (03) 8660 3000 fax (03) 8660 3060 e-mail survey@reedscon.com.au</p>	<p>LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN</p> <p>SIGNATURE <i>Alan Norman</i> DATE 12/5/2011</p> <p>REF: 21466/PS VERSION: F DATE: 17/03/11 IPS IF: DGN</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SHEET 1 OF 2 SHEETS
ORIGINAL SHEET SIZE A3

Planning Certificate

PROPERTY DETAILS

Property Address: 34 Staunton Lane GLEN IRIS VIC 3146

Title Particulars: Vol 11291 Fol 343

Vendor: KARA LUCIA JAGO

Purchaser: N/A

Certificate No: 73011412

Date: 03/03/2022

Matter Ref: Barbuto - Staunton Lane

Client: John Bennison

MUNICIPALITY

STONNINGTON

PLANNING SCHEME

STONNINGTON PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

STONNINGTON CITY COUNCIL

ZONE

COMMERCIAL 1 ZONE

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

PROPOSED PLANNING SCHEME AMENDMENTS

STONNINGTON C296 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 AND TO INSERT A NEW SCHEDULE 1 TO CLAUSE 45.06 INTO THE STONNINGTON PLANNING SCHEME

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

PLANNING ZONE MAP



- ZONING**
- COMMERCIAL 1 ZONE
 - GENERAL RESIDENTIAL ZONE - SCHEDULE 10
 - GENERAL RESIDENTIAL ZONE - SCHEDULE 7

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

From www.planning.vic.gov.au at 10 March 2022 01:33 PM

PROPERTY DETAILS

Address: **34 STAUNTON LANE GLEN IRIS 3146**
 Lot and Plan Number: **Lot 3 PS626349**
 Standard Parcel Identifier (SPI): **3\PS626349**
 Local Government Area (Council): **STONNINGTON**
 Council Property Number: **67372**
 Planning Scheme: **Stonnington**
 Directory Reference: **Melway 59 F7**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **MALVERN**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

Further Planning Information

Planning scheme data last updated on 2 March 2022.

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

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Designated Bushfire Prone Areas

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 <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

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

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

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City of
STONNINGTON

Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Please Quote Property No. 6 7 3 7 2

LAND INFORMATION CERTIFICATE *(Section 121 Local Government Act, 2020)*
and
VALUATION CERTIFICATE *(Section 13DJ Valuation of Land Act 1960)*

Property No: 67372
Reference: Barbuto - Staunton Lane
Agent Reference: 73011412:110174948
Issue Date: 28/02/2022

Cert No: wLIS04734/22
Receipt No: Not Applicable
Page No: 1 of 3

**DYE AND DURHAM PROPERTY PTY
LTD (LIC)**
PO Box A2151
SYDNEY SOUTH NSW 1235

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 34 Staunton Lane GLEN IRIS VIC 3146

Title Particulars: Lot 3 PS 626349 Vol 11291 Fol 343

Capital Improved Value:	\$880000	Level Value Date:	1/07/2021
Site Value:	\$240000	Valuation Date:	1/01/2021
Net Annual Value:	\$44000		

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". 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 other relevant authority. A fee may be charged for such information.

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

LEVY FOR THE YEAR ENDING 30/6/2022	
General Rates	925.10
Fire Service Levy	165.92
Garbage Charges	295.00
Other Adjustments	0.00
Rates Subtotal	1386.02
BALANCE OUTSTANDING	1386.02

Interest will accrue on all overdue rates and charges at a rate of 10% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to rates@stonnington.vic.gov.au.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by **15/02/2022**
- INSTALMENTS DUE by **31/09/2021, 30/11/2021, 28/2/2022 & 31/5/2022**



City of
STONNINGTON

Service centres

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Prahran Town Hall
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Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Notations regarding subject property:

Planning Permit No 407/11 - In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive Resident Parking Permits.

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:
Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988.

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:
Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)



City of
STONNINGTON

Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

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Open

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T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Specified Flood Level pursuant to the Building regulations 2006:

NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

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. 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. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section

AUTHORISED OFFICER

BPay option available to pay Municipal Rates and Charges

Bpay enables Rates and Charges to be paid from a nominated bank account via the internet or phone as shown below.

The Biller Code and Reference number relates to the property referred to on this Land Information Certificate.



Biller Code: 20198
Ref: 6737 225



Biller Code: 20198
Ref: 6737 225

INTERNET

Go to www.stonnington.vic.gov.au

PHONE

Call 1300 BPOINT



YARRA VALLEY WATER
ABN 93 066 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

28th February 2022

John Bennison via Dye & Durham Property Pty Ltd
DYEDURHAM

Dear John Bennison via Dye & Durham Property Pty Ltd,

RE: Application for Water Information Statement

Property Address:	34 STAUNTON LANE GLEN IRIS 3146
Applicant	John Bennison via Dye & Durham Property Pty Ltd DYEDURHAM
Information Statement	30674632
Conveyancing Account Number	2469580000
Your Reference	Barbuto - Staunton Lane

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 068 902 801

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	34 STAUNTON LANE GLEN IRIS 3146
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 066 802 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	34 STAUNTON LANE GLEN IRIS 3146
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:


1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.


If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30674632**

Address	34 STAUNTON LANE GLEN IRIS 3146
Date	28/02/2022
Scale	1:1000





Yarra Valley Water
ABN 93 066 902 501

Existing Title	<input type="checkbox"/>	Access Point Number	GLV2-42	MW Drainage Channel	<input type="checkbox"/>
Proposed Title	<input type="checkbox"/>			MW Drainage Underground Centreline	<input type="checkbox"/>
Easement	<input type="checkbox"/>			MW Drainage Manhole	<input type="checkbox"/>
Existing Sewer	<input type="checkbox"/>			MW Drainage Natural Waterway	<input type="checkbox"/>
Abandoned Sewer	<input type="checkbox"/>				<input type="checkbox"/>

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.



YARRA VALLEY WATER
ABN 93 066 632 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

John Bennison via Dye & Durham Property Pty Ltd
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 9893736854
Rate Certificate No: 30674632

Date of Issue: 28/02/2022
Your Ref: Barbuto - Staunton Lane

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 STAUNTON LANE, GLEN IRIS VIC 3146	3\PS626349	1767447	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$0.00
Residential Water Usage Charge <i>Step 1 – 5.000000kL x \$2.47490000 = \$12.37</i> Estimated Average Daily Usage \$0.13	18-10-2021 to 20-01-2022	\$12.37	\$0.00
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$0.00
Residential Sewer Usage Charge <i>5.000000kL x 0.719204 = 3.596021 x 0.900000 = 3.236419 x \$1.14260000 = \$3.70</i> Estimated Average Daily Usage \$0.04	18-10-2021 to 20-01-2022	\$3.70	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00
	Total Due		\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 086 592 531

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1767447

Address: 34 STAUNTON LANE, GLEN IRIS VIC 3146

Water Information Statement Number: 30674632

HOW TO PAY



Bill Code: 314567
Ref: 98937368540



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1767447

Address: 34 STAUNTON LANE, GLEN IRIS VIC 3146

Water Information Statement Number: 30674632

Cheque Amount: \$

Property Clearance Certificate

Taxation Administration Act 1997



JOHN BENNISON VIA DYE & DURHAM PROPERTY PTY LTD
 LEVEL 20, 535 BOURKE STREET
 MELBOURNE VIC 3000

Your Reference: 73011412:110174949
Certificate No: 51999547
Issue Date: 02 MAR 2022
Enquiries: KXA2

Land Address: 34 STAUNTON LANE GLEN IRIS VIC 3146

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39104833	3	626349	11291	343	\$838.39

Vendor: KARA BARBUTO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS KARA LUCIA BARBUTO	2022	\$240,000	\$838.39	\$0.00	\$838.39

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$880,000
SITE VALUE:	\$240,000
AMOUNT PAYABLE:	\$838.39



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

Certificate No: 51999547

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.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. 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.

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.

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.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$0.00

Taxable Value = \$240,000

Calculated as \$0 plus (\$240,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 51999547

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: 51999547

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

01 March 2022

Reference Number: 73011412:110174952

Certificate Number: BD0638/22

DYE AND DURHAM PROPERTY PTY LTD (BIC)
PO Box A2151
SYDNEY SOUTH NSW 1235

Re: 34 Staunton Lane GLEN IRIS VIC 3146
Property Information under Building Regulations

I refer to your request for information under regulation 51 of the *Building Regulations 2018*.

Council advises as follows:

- (1)a) No building permit or building approval has been issued in the preceding 10 years.
- b) current statements recorded issued under regulation 64 or 231 of the Building Regulations:
NIL
- c) current notices and orders recorded issued under the Building Act: NIL

Yours sincerely,



George Petridis
Municipal Building Surveyor

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
180 Greville Street, Prahran

Depot
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144

T 8290 1333

F 9521 2255

council@stonnington.vic.gov.au

AUSDOC DX 30106

STONNINGTON.VIC.GOV.AU



Roads Certificate



PROPERTY DETAILS

Property Address: 34 Staunton Lane GLEN IRIS VIC 3146

Title Particulars: Vol 11291 Fol 343

Vendor: KARA LUCIA JAGO

Purchaser: N/A

Certificate No: 73011412

Date: 03/03/2022

Matter Ref: Barbuto - Staunton Lane

Client: John Bennison



MUNICIPALITY

STONNINGTON



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL 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.

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

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.