Contract of Sale of Real Estate

Vendors:

Bradley John O'Hara Gerard Francis O'Hara

Kathleen Maree Scowen

(As Executors of the Estate of Doreen Anne O'Hara – Deceased)

Property:

5 Wicklow Street, Ormond, Vic, 3204



BLACKBURN

PO Box 1155 Blackburn North LPO VIC 3130

101/177 Surrey Road Blackburn VIC 3130 t: +61 3 8877 6888 f: +61 3 8877 6899

e: info@mahons.com.au DX: 35604 Blackburn

SOUTH MORANG

PO Box 531 South Morang VIC 3752

First Floor, 855 Plenty Road South Morang VIC 3752 t: +61 3 9404 1333 f: +61 3 9404 4148

e: southmorang@mahons.com.au





Contract of Sale of Land

Property: 5 Wicklow Street, Ormond, Vic, 3204

© Copyright January 2024







Contract of sale of land

© Copyright January 2024

IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

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.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.





© Copyright January 2024

WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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:			
Print name(s) of person(s) signing:			
State nature of authority, if applicable:			
State flature of authority, if applicable			•
This offer will lapse unless accepted within [] clear busin In this contract, "business day" has the same meaning as in sec			
SIGNED BY THE VENDOR:			
		on /20	
Print name(s) of person(s) signing: Bradley John O'Hara			•
State nature of authority, if applicable: As Executors of the Esta	ate of Doreen Anne O'Har	a – Deceased	
The DAY OF SALE is the date by which both parties have signs	ad this contract		

Table of contents

Particulars of sale

Special conditions

General conditions

- 1. ELECTRONIC SIGNATURE
- 2. LIABILITY OF SIGNATORY
- 3. GUARANTEE
- 4. NOMINEE
- 5. ENCUMBRANCES
- 6. VENDOR WARRANTIES
- 7. IDENTITY OF THE LAND
- 8. SERVICES
- 9. CONSENTS
- 10. TRANSFER AND DUTY
- 11. RELEASE OF SECURITY INTEREST
- 12. BUILDER WARRANTY INSURANCE
- 13. GENERAL LAW LAND
- 14. DEPOSIT
- 15. DEPOSIT BOND
- 16. BANK GUARANTEE
- 17. SETTLEMENT
- 18. ELECTRONIC SETTLEMENT
- 19. GST
- 20. LOAN
- 21. BUILDING REPORT
- 22. PEST REPORT
- 23. ADJUSTMENTS
- 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
- 25. GST WITHHOLDING
- 26. TIME & CO-OPERATION
- 27. SERVICE
- 28. NOTICES
- 29. INSPECTION
- 30. TERMS CONTRACT
- 31. LOSS OR DAMAGE BEFORE SETTLEMENT
- 32. BREACH
- 33. INTEREST
- 34. DEFAULT NOTICE
- 35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent Name: Doubleday Real Estate Pty Ltd Address: 22 Normanby Road, Kew, Vic, 3101 Email: admin@doubledayrealestate.com.au Tel: Mob: 0418 523 828..... Fax: Ref: Ref: **Vendors** Name: Bradley John O'Hara, Gerard Francis O'Hara & Kathleen Maree Scowen (As Executors of the Estate of Doreen Anne O'Hara - Deceased) Address: Email: Vendor's legal practitioner or conveyancer Name: Mahons with Yuncken & Yuncken Address: Level 1, 177 Surrey Road, BLACKBURN, VIC 3130 Email: info@mahons.com.au Purchaser's estate agent Name: Address: Email: **Purchaser** Name: Address: ABN/ACN: Email: Purchaser's legal practitioner or conveyancer Name: Address: Email: Land (general conditions 7 and 13) The land is described in the table below -Certificate of Title reference being lot on plan

If no title or plan references 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

49

The land includes all improvements and fixtures.

Folio 070

Volume 5131

010023

Property address

The address of the land is: 5 Wicklow Street, Ormond, Vic, 3205

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

Any fixed floor coverings, electric light fittings, window furnishings and fixtures and fittings as inspected and in the condition they are in at the day of sale

Payı	ment	:					
Price	9	\$					
Depo	osit	\$	by	/	/ 20	(of which \$	has been paid)
Bala	nce	\$. pay	able at settle	ement	
Dep	osit	bond					
	Ge	eneral condition 15	applies only if th	e box is	checked		
Ban	k gu	arantee					
	Ge	eneral condition 16	applies only if th	e box is	checked		
GST	ger (neral condition 19)					
Subj	ect to	o general conditior	19.2, the price i	ncludes	GST (if any),	unless the next b	oox is checked
	GST	(if any) must be p	aid in addition to	the price	if the box is	checked	
		This sale is a sale one requirements of					n the parties consider meet
	□ T	his sale is a sale o	of a 'going conce	rn' if the l	oox is check	ed	
	□ T	he margin scheme	will be used to o	calculate	GST if the bo	ox is checked	
Sett	leme	ent (general conditi	ons 17 & 26.2)				
is dı	ue or	າ / /2	0				
unle	ss th	e land is a lot on a	n unregistered pl	an of sub	division, in w	hich case settlem	nent is due on the later of:
• t	the a	bove date; and					
• t	the 1	4th day after the ve	ndor gives notice	e in writing	g to the purcl	naser of registration	on of the plan of subdivisior
Leas	se (g	eneral condition 5.	1)				
		settlement the pure ich case the prope			t possession	of the property u	nless the box is checked, in
(*onl					-	* * *	or tenancy document)
[l lease for a term e rears	nding on/	' /2	20 with	ı [] options	to renew, each of []
] a OR	residential tenand	y for a fixed term	ending o	on/	/20	
[a	periodic tenancy	determinable by r	notice			
Tern	ns co	ontract (general co	ondition 30)				
	bo		rence should be m			•	le of Land Act 1962 if the applicable provisions should
Loai	n (ge	neral condition 20	1				
	T	his contract is sub	ject to a loan bei	ng appro	ved and the f	ollowing details a	pply if the box is checked:
Lend	der:						
(or a	noth	er lender chosen b	y the purchaser)				
Loar	n amo	ount: no more than	\$			Approval date:	/ /20
Buil	ding	report					
	C	Seneral condition 2	1 applies only if	the box is	s checked		
Pest	rep	ort					
	C	Seneral condition 2	2 applies only if	the box is	s checked		

Special conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

See attached.

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 This 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 delivery by email or such other electronic means as may be agreed 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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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 land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 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 directly and currently 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:
 - 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 vendor to sell the property. 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 general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general 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—
 - 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—
 - 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 23 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.
- 13.8 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 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 am and 4.00 pm 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 vendor's 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 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 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,
 - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic 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) 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) 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, unless the margin scheme applies.
- 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, together with written evidence of rejection or non-approval of the loan, 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:
 - 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 paid 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:
 - 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:
 - 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 general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 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 under the legislation and this general 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 general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the 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.
- 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 the 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:

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

If the Land is to be sold by Auction, the Land is to be sold subject to the vendor's reserve price and the rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

2. RESTRICTIONS AND PLANNING SCHEMES

The Land is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the *Planning and Environment Act* 1987 (Vic), and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser (unless permitted by law) shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

3. NO REPRESENTATIONS

- 3.1 The purchaser acknowledges and declares that he has purchased the Land as a result of his own inspections and inquiries of the Land and all buildings and structures thereon.
- 3.2 The purchaser confirms that he has had the opportunity to obtain legal advice in respect of this contract and he agrees that he has relied solely on his own searches, enquiries and due diligence in entering into this contract and has not relied upon any:
 - (a) representation or warranty of any nature including any marketing materials, displays or concept plans used or provided in marketing material before the Day of Sale; or
 - (b) representation or warranty as to the fitness of the Land and all building and structures thereon to be used for any particular purpose or otherwise,

made by or on behalf of the vendor or his consultants or any agents (including the Vendor's Estate Agent) or servants.

3.3 To the maximum extent permitted by law, the purchaser expressly releases the vendor and/or the servants or agents of the vendor from any claims demands in respect of such representation or warranty set out in this Special Condition 3.

4. BUILDINGS, IMPROVEMENTS AND GOODS

- 4.1 The purchaser acknowledges that the Land and the Goods Sold with the Land ("**Goods**") were inspected prior to or on the Day of Sale and the purchaser agrees to accept delivery of the Land and the Goods in their present condition and state of repair and with any defects otherwise existing at the Day of Sale.
- 4.2 The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements to the Land or to any buildings or structures (including any fencing) on the Land or the Goods.
- 4.3 It is further agreed that the purchaser shall not be entitled to make any objection to, or claim any compensation for damages in respect of the state of repair and/or condition of any building or other structures (including any fencing) on the Land or any Goods.
- 4.4 The purchaser acknowledges that any improvements on the Land may be subject to or require compliance with the *Building Act 1993* (Vic), the *Building Regulations 2018* (Vic), the *Local Government Act 1989* (Vic), municipal by-laws, relevant statutes or any other regulation and any non-compliance

thereof shall not be deemed to constitute a defect in the vendor's title and, to the maximum extent permitted by law, the purchaser agrees that he shall not:

- (a) claim or seek to claim any compensation or damages whatsoever from the vendor;
- (b) require the vendor to comply with any one of those laws, regulations, by-laws or relevant statutes;
- (c) require to be carried out any final inspections or obtain a Certificate of Occupancy or other similar document;
- (d) require the vendor to fence any pool or spa;
- (e) require the vendor to install any smoke detectors; or
- (f) require the vendor to provide any copy of any guarantee or insurance policy under any building regulation.
- 4.5 The vendor gives no warranties as to any alterations and/or additions to the structures or buildings on the Land prior to the vendor becoming the registered proprietor thereof and the purchaser indemnifies the vendor from any claim made in respect of any such alterations and/or additions existing at the time the vendor became the registered proprietor of the Land.

5. SOLAR PANELS AND SWIMMING POOLS

Solar Panels

- 5.1 If there are solar panels installed on the Land, the vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the Land (including on any structure on the Land) hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.
- 5.2 The purchaser acknowledges that any current arrangements between the vendor and any energy supplier shall cease on settlement.

Swimming pools and spas

- 5.3 The purchaser warrants and acknowledges that the purchaser is aware of the requirements of the *Building Regulations 2018* (Vic) in relation to the safety of existing swimming pools.
- 5.4 If a swimming pool or spa exists on the Land hereby sold, then the purchaser acknowledges that such swimming pool or spa may not comply with the *Building Regulations 2018* (Vic) and the purchaser further acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the *Building Regulations 2018* (Vic) insofar as they apply to the relevant swimming pool or spa and except as permitted by law, no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.

6. SERVICES

- 6.1 The purchaser acknowledges that consumable services including gas, water, sewerage, telephone, electricity and internet ("Services") are 'connected' where such services are provided by a service provider and are connected to the Land and are operating on the Day of Sale.
- 6.2 The vendor may terminate any Services with a service provider prior to settlement. In such circumstances the purchaser is responsible for reconnecting any disconnected Services.
- 6.3 Any fee for connection or reconnection of supply for the Services or the installation of meters for the Services shall be payable by the purchaser. The purchaser should inquire with the appropriate authorities as to the availability (and cost) of providing any Services not connected to the Land.

7. FOREIGN INVESTMENTS REVIEW BOARD (FIRB) APPROVAL

- 7.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent of the Foreign Investments Review Board ("**FIRB**") to enter into this contract.
- 7.2 If there is a breach of the warranty contained in Special Condition 7.1 by the purchaser (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.
- 7.3 Any warranty or indemnity provided by the purchaser in this Special Condition 7 does not merge on settlement of this contract.

8. FRACTIONAL INTEREST

- 8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records at the day of sale the proportions in which the purchasers are purchasing the property ("**Proportions**").
- 8.2 If the Proportions recorded in the transfer of land document differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 8.3 The purchasers fully indemnify the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer of land document differing from those in this contract.
- 8.4 This Special Condition 8 will not merge on settlement.

9. NO MERGER

The conditions of this contract do not merge on settlement. Each condition will continue in force for as long as necessary to give effect to it.

10. COUNTERPARTS

- 10.1 This contract may be signed in any number of counterparts which together will constitute the one document.
- 10.2 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 10.3 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.

11. VARIATIONS TO GENERAL CONDITIONS

- 11.1 Without limiting the specific provisions of any other Special Condition in this contract, the General Conditions are amended as follows:
 - (a) General Condition 3 is replaced with the following:

"3. GUARANTEE

If the purchaser under this contract is or includes a corporation, the purchaser shall within 7 days of the day of sale procure the execution of the guarantee (in the form annexed hereto) by each of the directors of such corporation. The failure by any person required under this General Condition 3 to execute a guarantee within the time

stipulated in this General Condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."

(b) General Condition 4 is replaced with the following:

"4. NOMINEE

- 4.1 The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 4.2 If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor's Legal Practitioner:
 - (a) a Nomination Form executed by the nominee and the purchaser;
 - (b) if the nominee is a corporation to which general condition 3 applies, a guarantee and indemnity signed by each director of the nominee (in the form annexed to this contract but including changes necessary by reason of the nomination) which shall include:

 - (ii) the following substituted as paragraph B of the Recitals: "The vendor Bradley John O'Hara, Gerard Francis O'Hara & Kathleen Maree Scowen) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor";
 - (iii) the reference to "Purchaser" within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the "Nominee Purchaser".
 - (c) a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the Foreign Acquisitions and Takeovers Act 1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property."
- (c) General Condition 28.3 is replaced with the following:
 - "28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendors to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."
- (d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this contract.
- (e) General Condition 32 is replaced with the following:

(f)

"32. BREACH

- 32.1 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.
- 32.2 The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss" for the purposes of General Condition 32.1(a):
 - (a) expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;
 - (b) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice:
 - (c) any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor's estate agent or any other person relating to the sale of the property;
 - (d) any fee incurred by the vendor in rebooking settlement;
 - (e) all costs associated with obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance; and
 - (f) penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and
 - (g) penalties and other expenses payable by the vendor or due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.
- 32.3 The exercise of the vendor's rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise."
- (g) In circumstances where the deposit payable under this Contract is more than 10% of the Price, then the parties agree that General Condition 35.4(a) is amended to read as follows:
 - "(a) the deposit payable under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, whether the deposit is paid or not; and".
- (h) General Condition 35 is amended by:
 - (i) deleting General Condition 35.3(c); and
 - (ii) including a new General Condition 35.6 as follows:
 - "35.6 Unless the price includes any GST, the reference to "the price" in this general condition 35 refers to the price plus any GST payable on the price."

12. LAND TAX AND WINDFALL GAINS TAX

- 12.1 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- 12.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Deed of Guarantee & Indemnity

Date:		
Parties:		
Na	me:	
Ad	dress:	
Na	me:	
Ad	dress:	
		(Guarantor)

Recitals:

A. The Guarantor has agreed to give the guarantee and to grant the undertakings contained in this Deed in favour of (Vendor) in relation to the obligations of

the Contract of Sale (Contract) for the sale of the property as described in the Contract.

B. The Guarantor agrees that the Guarantor has received consideration for entering into this Deed including, among other things, the mutual promises contained in this Deed.

Operative Provisions:

- 1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
- 2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
- Indemnity
 - (a) The Guarantor indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
 - (i) a failure by the Purchaser to pay any money to the Vendor under this Contract; or
 - (ii) the Vendor having no legal right to recover any money from the Purchaser under this Contract; or
 - (iii) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
 - (b) The indemnity in this clause:
 - (i) is in addition to and separate from the guarantee in the preceding Special Condition; and
 - (ii) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
 - (c) The Guarantor must pay the Vendor the amount owing under the indemnity in this clause on demand by the Vendor.

- 4. This Deed is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.
- 5. The Guarantor's liability under this Deed is not affected by:
 - (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
 - (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
 - (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
 - (d) a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser;
 - (e) the termination of this Contract;
 - (f) the fact that this Contract is wholly or partially void, voidable or unenforceable;
 - (g) the non-execution of this Contract by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors:
 - (h) the exercise or purported exercise by the Vendor of its rights under this Contract;
 - (i) a problem that means:
 - (i) the Vendor has no legal right to recover any money from the Purchaser;
 - the Purchaser does not owe any money that otherwise would be payable under this Contract;
 - (iii) the Vendor knew of the problem, or should have known; or
 - (iv) the Purchaser could never have been required to pay the Vendor the amount or amounts payable pursuant to this Contract; or
 - (j) the nomination by the Purchaser of a nominee or substitute purchaser under this Contract.
- 6. The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
- 7. If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor indemnifies the Vendor against all resulting loss.
- 8. Until the Vendor has received all money payable to it by the Purchaser:
 - (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
 - (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.
- 9. Until the Guarantor's liability under this Deed is discharged the Guarantor may not, without the consent of the Vendor:
 - (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
 - (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
 - (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Deed.
- 10. Costs and expenses
 - (a) Reimbursement on demand
 - The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (i) its costs, charges and expenses of making, enforcing and doing anything in connection with this Deed, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (ii) all taxes (except income tax) which are payable in connection with this Contract or any payment, receipt or other transaction contemplated by it.
- (b) Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this special condition and then against other obligations under this Contract.

11. If the Vendor assigns its rights under this Contract, the benefit of the guarantee extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

SIGNED SEALED AND DELIVERED by the said	
	X
Print name of guarantor	Signature of guarantor
in the presence of:	
X	
Signature of witness	
Print name of witness	
SIGNED SEALED AND DELIVERED by the said	
Print name of guarantor	XSignature of guarantor
in the presence of:	
XSignature of witness	
Print name of witness	

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient

Property address: 5 Wicklow Street, Ormond, Vic, 3204,

Lot no: 49 **Plan:** 010023

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

From: Vendor/supplier: Bradley John O'Hara

Gerard Francis O'Hara

Kathleen Maree Scowen

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Section 32 Vendors Statement

Vendors:

Bradley John O'Hara

Gerard Francis O'Hara

Doreen Anne O'Hara

(As Executors of the Estate of Doreen Anne O'Hara – deceased)

Property:

5 Wicklow Street, Ormond, Vic, 3204



BLACKBURN

PO Box 584 Blackburn VIC 3130 101/177 Surrey Road Blackburn VIC 3130 t: +61 3 8877 6888 f: +61 3 8877 6899 e: info@mahons.com.au DX: 35604 Blackburn SOUTH MORANG
PO Box 531
South Morang VIC 3752
First Floor, 855 Plenty Road
South Morang VIC 3752

t: +61 3 9404 1333 f: +61 3 9404 4148

southmorang@mahons.com.au

A J Mahon & Associates Pty Ltd. ABN 67 052 145 409 Liability limited by a scheme approved under Professional Standards Legislation

1 FINANCIAL MATTERS

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

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are as follows:-

Their total does not exceed \$3,500.00 per annum.

Provider(s): City of Glen Eira, South East Water

Note:

(a) Current Certificates are attached.

The interim arrangements concerning the payment of rates and other outgoings are set out in the Contract of Sale and the purchaser will be liable for adjustment of outgoings at settlement calculated in the manner set out in the Contract of Sale.

- (b) The above estimate:
 - (i) excludes water by consumption and consumption charges for other utilities;
 - (ii) assumes that a principal place of residence exemption will apply for land tax purposes (refer to (c) below); and
 - (iii) is based on current rates and land tax rates and on current estimates of unimproved value and net annual value, which are subject to change.
- (c) The purchaser may be liable for land tax after settlement and the extent of that liability will depend on whether exemptions apply and whether the purchaser is an absentee owner or owns other land in Victoria.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

- (a) Owners Corporation fees and special levies (if applicable).
- (b) Water usage and Sewerage disposal charges levied on a daily basis by the water authority.
- (c) Land tax if the property is not exempt as a principal place of residence.
- (d) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.
- (e) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if not connected at the Day of Sale).

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

To the best of the Vendor's knowledge there no Charges over the land save for any Charges which are disclosed in the attached certificates or the Register Search Statement.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	□ YES ⊠ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☑ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence. The Purchaser is directed to general condition 6.6 of the Contract regarding warranties.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) As detailed or referred to in the attached copy title documents and certificates.
- (b) There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes and other services laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.
- (c) The property may be subject to unregistered easements in relation to pipes, connections, or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from inspection of the property.
- (d) Any agreement registered on Title or to be registered under section 173 of the *Planning and Environment Act 1987* (Vic).

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.

3.2 Road Access

3.3

There is NO access to the property by road if the square box is marked with an "X"	
Designated Bushfire Prone Area	
The land is in a designated bushfire prone area under section 192A of the Building Act 1993 if the square box is marked with an "X"	

The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2018 through application of the Building Code of Australia.

3.4 Planning Scheme

See attached Planning Certificate with the required specified information.

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before committing yourself to buy.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

To the best of the Vendor's knowledge there is no Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land, save for any matters which are disclosed in the attached certificates and copy title documentation.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.2 **Agricultural Chemicals**

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

To the best of the Vendor's knowledge there are no Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes, save for any matters which are disclosed in the attached certificates and copy title documentation.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

4.3 Compulsory Acquisition

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

To the best of the Vendor's knowledge there is no Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986, save for any notices which are disclosed in the attached certificates and copy title documentation.

5. BUILDING PERMITS

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

Not Applicable

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

(a)	ne land is NOT to be transferred under the agreement unless the square box is marked with an "X"	
(b)	The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"	

	(c)	The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"	
7.2	GAIC	Recording	
	This	section 7.2 only applies if there is a GAIC recording.	
	Any	of the following certificates or notices must be attached if there is a GAIC recording	ıg.
	The a	accompanying boxes marked with an "X" indicate that such a certificate or notice hed:	that is
	(a)	Any certificate of release from liability to pay a GAIC	
	(b)	Any certificate of deferral of the liability to pay the whole or part of a GAIC	
	(c)	Any certificate of exemption from liability to pay a GAIC	
	(d)	Any certificate of staged payment approval	
	(e)	Any certificate of no GAIC liability	
	(f)	Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability	
	(g)	A GAIC certificate issued under Part 9B of the <i>Planning and Environment Act</i> 1987 must be attached if there is no certificate or notice issued under any of sub-sections	П

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

7.2 (a) to (f) above

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable.

10.2 Staged Subdivision



Mahons with Yuncken & Yuncken Lawyers Level 1, 177 Surrey Road, Blackburn, Vic 3130 Telephone: 8877 6888 This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage:

Not applicable.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

Not applicable.

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

Not applicable.

(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

Not applicable.

10.3 Further Plan of Subdivision

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

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

See Due Diligence Checklist attached to Contract of Sale.

13. ATTACHMENTS

All certificates, reports and information as attached to this Section 32 Statement.

Important Notice - Additional Disclosure Requirements

Undischarged mortgages - S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*

Terms contracts - S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962

(As Executors of the Estate of	Doroon Anno O'Horo Dococo	
	Doreen Anne O Hara – Decease	d)
Signature/s of the Vendors		
Signed by: Bradley John O'Hara Date & Time: 29 Aug, 2025 07:26:24 AM AEST	Signed by: Gerard O'Hara Date & Time: 29 Aug. 2025 08:32:53 AM AEST	KS OWLA Signed by: Kathleen Scowen Date & Time: 29 Aug. 2025 16:34:44 PM AEST
The Purchaser acknowledges be signed any contract.	eing given a duplicate of this sta	tement signed by the Vendor before
Date of this acknowledgment	/	1
Name of the Purchaser		

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 05131 FOLIO 070

Security no : 124127139896P Produced 14/08/2025 01:38 PM

LAND DESCRIPTION

Lot 49 on Plan of Subdivision 010023. PARENT TITLE Volume 02352 Folio 362 Created by instrument 1267262 20/05/1926

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

BRADLEY JOHN O'HARA of 2 BOOTIE COURT ENDEAVOUR HILLS VIC 3802 GERARD FRANCIS O'HARA of 33 CONNIE STREET BENTLEIGH EAST VIC 3165 KATHLEEN MAREE SCOWEN of 2 BANOOL COURT CROYDON VIC 3136 Executor(s) of DOREEN ANNE O'HARA deceased AZ259884W 12/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP010023 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER STATUS NUMBER STATUS DATE
AZ259792C (E) CONV PCT & NOM ECT TO LC Completed 12/06/2025
AZ259884W (E) TRANSMISSION APPLICATION Registered 12/06/2025

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

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

Street Address: 5 WICKLOW STREET ORMOND VIC 3204

ADMINISTRATIVE NOTICES

NIL

eCT Control 21217D MAHONS WITH YUNCKEN & YUNCKEN Effective from 12/06/2025

DOCUMENT END

The information supplied by Affinity Search internal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDA 4%, threstering 1709/2025/13/43. Fags 1 of 3. State of Viotoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATAM System. None of the State of Viotoria, LANDATAM, Secure Electronic Registries Viotoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Viotoria Trust (ABN 83 208 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION OF PART OF DENDYS CROWN SPECIAL SURVEY PARISH OF MOORABBIN

COUNTY OF BOURKE VOL.2352 FOL.362

Measurements are in Feet & inches

Conversion Factor FEET x 0.3048 = METRES

ENCUMBRANCES

AS TO THE LAND MARKED E-3 ANY EASEMENTS AFFECTING THE SAME

AS TO THE LAND MARKED E-4 THE EASEMENT TO THE M.M.B.W. CREATED BY INSTRUMENT NO. 1800461

AS TO THE LAND MARKED E-5 THE EASEMENT TO THE MIM.B.W CREATED BY INSTRUMENT NO. 1917015

AS TO THE LAND MARKED E-6 THE PARTY WALL EASEMENT GREATED BY A 697975

AS TO THE LAND MARKED E-7 THIS PARTY WALL CASEMENT RESERVED IN A 697945

AS TO WICKLOW STREET THE CARRIAGEWAY EASEMENT CREATED BY TRANSFER No. 1403385

LP 10023

EDITION 4

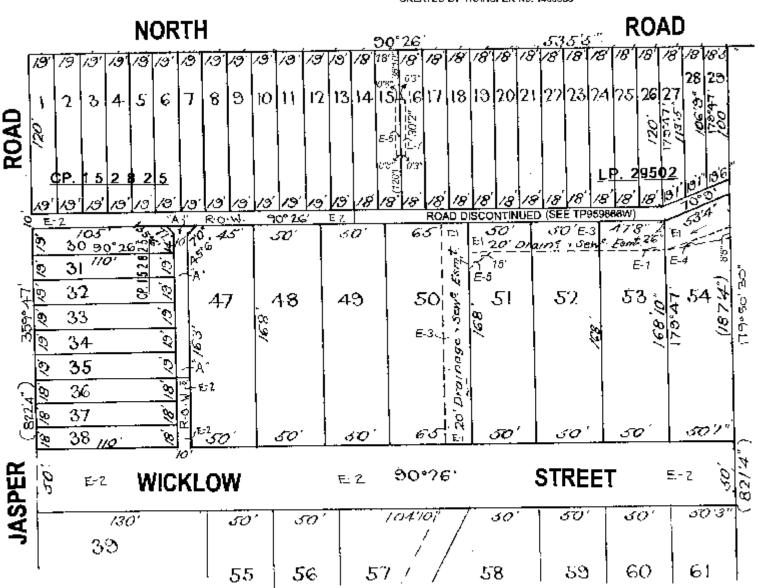
PLAN MAY BE LODGED 21/05/1924 2 SHEETS

SHEET 1.

COLOUR CODE

E 1 & E 3 = BLUE E-2 = BROWN

ROADS COLOURED BROWN

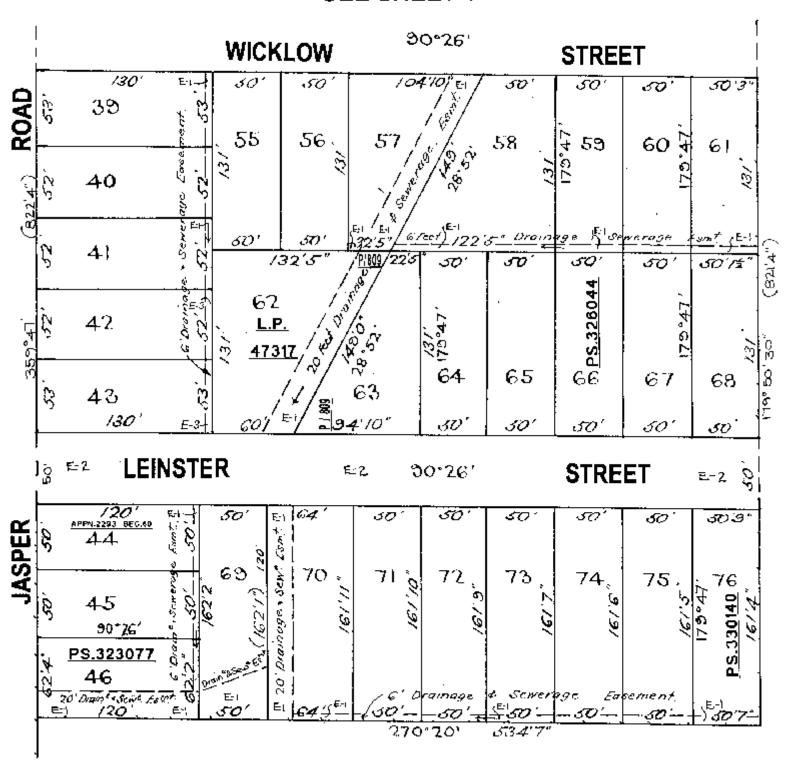


LP 10023

2 SHEETS SHEET 2



SEE SHEET 1



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

LP 10023

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
"A"	-	ROAD CLOSED	L.G.D.		 -	1	AQ -
EEN DIGITALLY AN	E OF THIS PLAN/DOCUMENT HAS ENDED. NO FURTHER AMENDME THE ORIGINAL PLAN/DOCUMEN	uts					
LOTS 42, 43, 50 & 52	E-3	EASEMENTS ENHANCED				2	MLB
LOT 54	E-4	CREATION OF EASEMENT	INSTRUMENT NO. 1800481			2	MLB
LOT 51	E-5	CREATION OF EASEMENT	INSTRUMENT NO. 1917015			2	MLB
LOT 15	E-6	CREATION OF EASEMENT	A 697945			2	MLB
LOT 16	E-7	RESERVATION OF EASEMENT	A 697945			2	MLB
ROAD	WICKLOW STREET	EASEMENTS ENHANCED				3	AD
ROAD (PT)	-	ROAD DISCONTINUANCE (SEE TP959866W)	AQ086979A	27/07/17	-	4	L,D,R
		-					

eren by LANDATAN, in estamp 14/08/2025 18/43 | Fage 3 of



Planning Certificate



PROPERTY DETAILS

Property Address: 5 WICKLOW STREET ORMOND VIC 3204

Title Particulars: Vol 5131 Fol 070

Vendor: BRADLEY JOHN O'HARA

Purchaser: GERARD FRANCIS O'HARA, KATHLEEN MAREE SCOWEN

Certificate No: OR-

1ARZQ9PB2JSBYP..

Date: 18/08/2025

Matter Ref: 2251215

Client: Mahons with

Yuncken & Yuncken..



MUNICIPALITY

GLEN EIRA



PLANNING SCHEME

GLEN EIRA PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GLEN EIRA CITY COUNCIL



ZONES

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1



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

NOT APPLICABLE

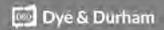


APPLICABLE OVERLAYS

PART SPECIAL BUILDING OVERLAY

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: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.



Matter Ref: 2251215 Date 18/08/2025



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

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

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: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.



PLANNING ZONES MAP



ZONING

- C1Z COMMERCIAL 1 ZONE
- GRZ1 GENERAL RESIDENTIAL ZONE SCHEDULE 1
- GRZ2 GENERAL RESIDENTIAL ZONE SCHEDULE 2
- NRZ1 NEIGHBOURHOOD RESIDENTIAL ZONE SCHEDULE 1
- TRZ2 TRANSPORT ZONE 2 PRINCIPAL ROAD NETWORK

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.

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: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PROPERTY REPORT



Created at 21 August 2025 02:02 PM

PROPERTY DETAILS

Address: **5 WICKLOW STREET ORMOND 3204**

Lot and Plan Number: Lot 49 LP10023

Standard Parcel Identifier (SPI): 49\LP10023

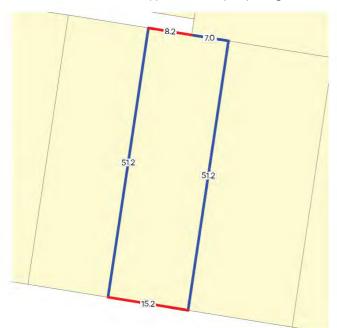
Local Government Area (Council): GLEN EIRA www.aleneira.vic.gov.gu

Council Property Number: 40964

Directory Reference: Melway 68 F9

SITE DIMENSIONS

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



Area: 780 sq. m Perimeter: 133 m For this property: Site boundaries Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation: **Southern Rural Water** Melbourne Water Retailer: **South East Water**

Melbourne Water: Inside drainage boundary

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

SOUTHERN METROPOLITAN Legislative Council:

Legislative Assembly: BENTLEIGH

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links

Vicplan https://mapshare.vic.gov.au/vicplan/

Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

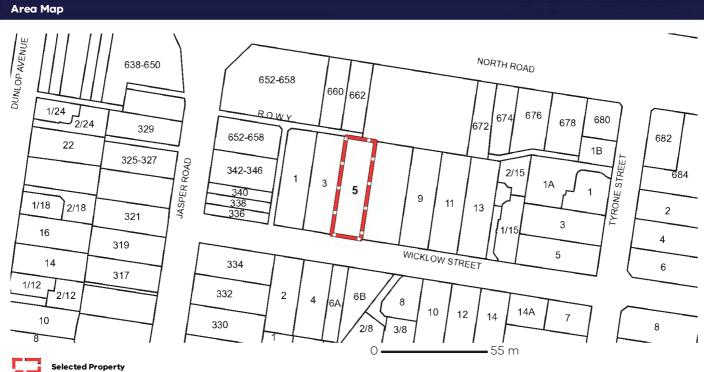
Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PROPERTY REPORT: 5 WICKLOW STREET ORMOND 3204

PROPERTY REPORT







From www.planning.vic.gov.au at 21 August 2025 02:01 PM

PROPERTY DETAILS

Address: **5 WICKLOW STREET ORMOND 3204**

Lot and Plan Number: Lot 49 LP10023 49\LP10023 Standard Parcel Identifier (SPI):

Local Government Area (Council): GLEN EIRA www.aleneira.vic.gov.gu

Council Property Number: 40964

Planning Scheme - Glen Eira Planning Scheme: Glen Eira

Directory Reference: Melway 68 F9

UTILITIES STATE ELECTORATES

Rural Water Corporation: **Southern Rural Water** Legislative Council: **SOUTHERN METROPOLITAN**

South East Water Legislative Assembly: **BENTLEIGH** Melbourne Water Retailer:

Melbourne Water: Inside drainage boundary **OTHER**

Registered Aboriginal Party: Bunurong Land Council Power Distributor: **UNITED ENERGY**

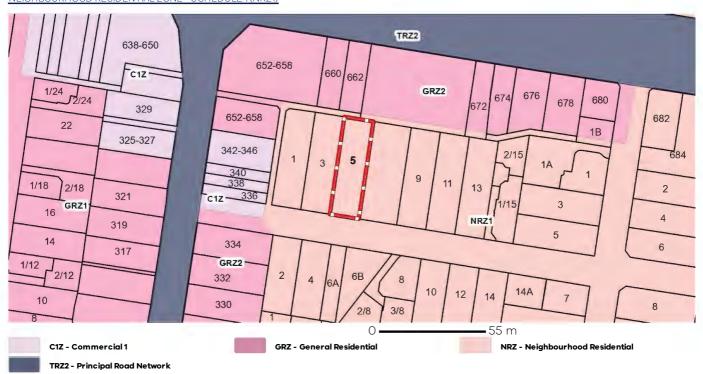
Aboriginal Corporation

Fire Authority: Fire Rescue Victoria

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.vic.gov.au/disclaimer



Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO) 638-650 652-658 660 662 1/24 676 674 12/24 680 678 329 652-658 682 22 1B 325-327 342-346 2/15 3 5 1A 9 1/18 2/18 2 321 :3: 16 SBC 319 5 14 334 1/12 332 2/12 2 6B 4 8 1:0 12 14 10 330 3/8

0

55 m



SBO - Special Building Overlay

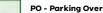
Note: due to overlaps, some overlaps may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PARKING OVERLAY (PO)





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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.vic.gov.au/disclaimer



Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 15 August 2025.

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

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.vic.gov.au/disclaimer



Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/or} \ at \ the \ relevant \ local \ council.$

Create a BPA definition plan in VicPlan to measure the BPA

 $Information for lot owners building in the BPA is available at \underline{https://www.planning.vic.gov.au.}\\$

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website $\underline{\text{https://www.vba.vic.gov.au.}} \label{eq:https://www.legislation.vic.gov.au.} For Planning Scheme \\ \underline{\text{https://www.legislation.vic.gov.au.}} \label{eq:https://www.legislation.vic.gov.au.}$ Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

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

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

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

Copyright ® - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at https://www.vic.gov.au/disclaimer

OFFICIAL



LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 144380

Certificate Issue Date: 18-Aug-2025 Certificate Expiry Date: 16-Nov-2025

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989**, **Local Government Act 2020** or under local law or by-law of the Council and specified flood level by Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at www.gleneira.vic.gov.au.

Landata GPO BOX 527 MELBOURNE VIC 3001

Your Reference: 77795099-012-4:98157

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2025, 30/11/2025, 28/02/2026, 31/05/2026.

Interest will be charged at 10.0% p.a. on all rates and charges not paid by the specified due date. Any arrears shown on this notice may be subject to Legal Action and/or Debt Collection Fees, interest will continue to accrue at 10.0% until paid in full.

This certificate is for the rating period 01/07/2025 to 30/06/2026.

Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above; however, Council will not be held liable for any verbal advice or information given.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- > There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- > For any potential liability for Rates under the Cultural and Recreational Lands Act 1963 and
- > For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to the Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- > For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$30.60 being the fee for this certificate.

TOTAL OUTSTANDING FOR 5 Wicklow S\$1,646.40	treet ORMOND VIC 3204
	Delegated Officer



LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 144380

Certificate Issue Date: 18-Aug-2025 Certificate Expiry Date: 16-Nov-2025

Property Location 5 Wicklow Street ORMOND VIC 3204

Parcel Details: Lot 49 LP 10023 Titles: Volume: 05131 Folio: 070

Valuation Details: Council uses Net Annual Value to determine the value of the property for rating purposes.

AVPCC	110 - Detached Dwelling
Site Value	1,500,000
Capital Improved Value	1,800,000
Net Annual Value	90,000
The level of Value Date is: 01/01/2025	Effective Date of Valuation: 01-Jul-2025

Rating Information:

Assessment Number: 40964/9

	General Rates	Emergency Services and Volunteers Fund	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$0.00
Arrears Interest	0.00	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	0.00	\$0.00
Current Rates	2,500.30	447.40	345.00	\$3,292.70
Levied 2025/2026				
Current Interest	0.00	0.00	0.00	\$0.00
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$0.00
Payments	-1,250.12	-223.70	-172.48	(\$1,646.30)
Balance	1,250.18	223.70	172.52	\$1,646.40
Outstanding				

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

Summary of Charges Outstanding:

General Rates,	\$1,646.40
Charges & FSPL	·
Separate Rates	\$0.00
Other Charges	\$0.00
Total Outstanding	\$1,646.40

Bpay payment details: Biller Code: 73106

Reference Number: 9334040964912

The particulars provided in this certificate is for information purposes only and may be subject to change. Please call Council for an update prior to Settlement.

Please ensure rates and promotional scheme amounts are paid to their respective reference numbers when applicable.

Notices of Acquisition should be forwarded to rates@gleneira.vic.gov.au

Other Information:

Land Information Certificate Ordering now available online:

Land Information Certificates can now be <u>ordered and paid for online</u> via the City of Glen Eira's website <u>www.gleneira.vic.gov.au</u>. From the menu options located on the left-hand side, select Rates and Valuations then click on Certificates.

OFFICIAL



LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 144380

Certificate Issue Date: 18-Aug-2025 Certificate Expiry Date: 16-Nov-2025

You will need to register for this service initially by clicking on the register option located on the top right-hand corner of the screen. Once registered you can pay for and order Land Information Certificates online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Brenda ODwyer E-mail: certificates@landata.vic.gov.au

Statement for property: **LOT 49 5 WICKLOW STREET** ORMOND 3204 49 LP 10023

REFERENCE NO. 26S//07043/3

YOUR REFERENCE

LANDATA CER 77795099-021-6

DATE OF ISSUE 18 AUGUST 2025 CASE NUMBER 50068159

Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$31.25
(b) By South East Water		
Water Service Charge	01/07/2025 to 30/09/2025	\$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$100.41
Subtotal Service Charges	_	\$176.08
Payments		\$176.08
TC	TAL UNPAID BALANCE	\$0.00

- The meter at the property was last read on 11/07/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE **Information Statement Applications** PO Box 2268, Seaford, VIC 3198

South East Water



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 32.34 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

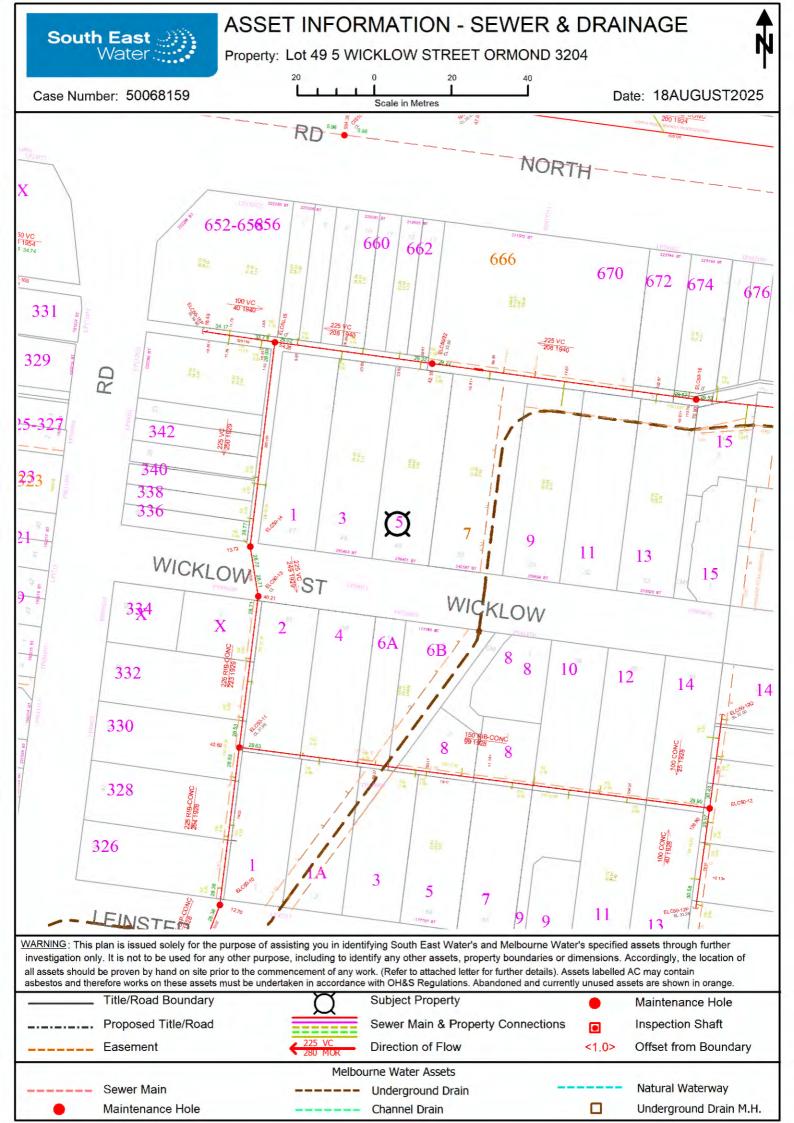
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198



ASSET INFORMATION - WATER South East Water Property: Lot 49 5 WICKLOW STREET ORMOND 3204 Case Number: 50068159 Date: 18AUGUST2025 Scale in Metres RD NORTH 100 CICL 666 17/10/1960 670 100 CICL 17/10/1960 674 331 RD 340 338 336 3 9 11 13 15 WICKLOW 3.0° 100 DICL 23/12/1981 1900 DIOL 23/12/1981 332 14 330 8 8 328 326 3.3 3 5 LEINISTE, WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange. **LEGEND** Title/Road Boundary Subject Property Hydrant Fireplug/Washout Proposed Title/Road Water Main Valve ~ 1.0 Water Main & Services Offset from Boundary Easement

South East

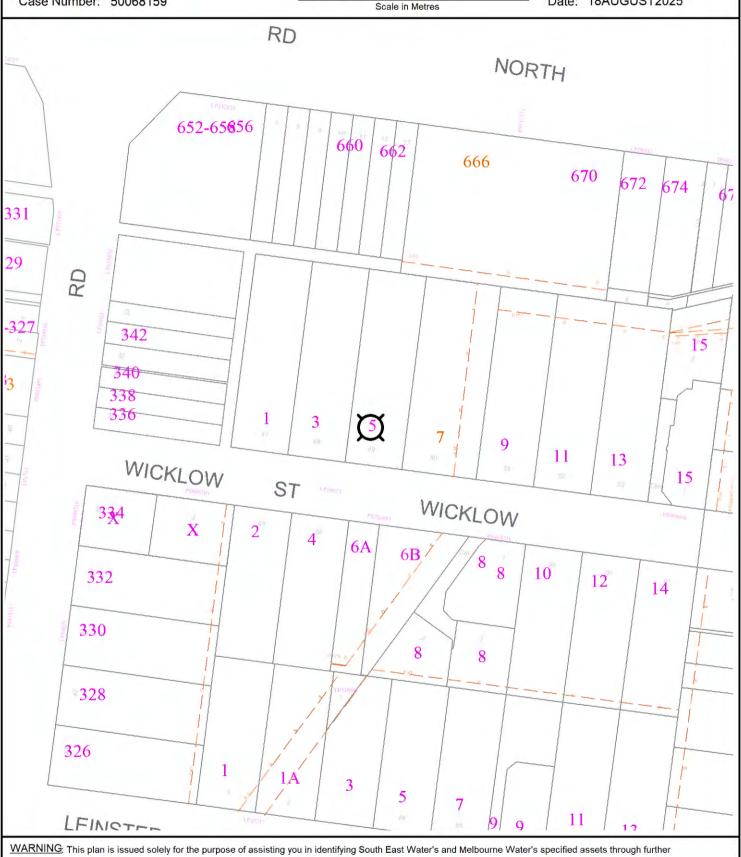
Case Number: 50068159

ASSET INFORMATION - RECYCLED WATER

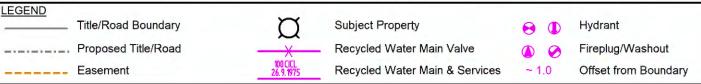
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 49 5 WICKLOW STREET ORMOND 3204

Date: 18AUGUST2025



investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.



OFFICIAL

Enquiries: Statutory Building Services

Telephone: 9524 3333

18-Aug-2025



Landata GPO BOX 527 MELBOURNE VIC 3001

Dear Sir/Madam,

PROPERTY: 5 Wicklow Street ORMOND VIC 3204 YOUR REFERENCE: 77795099-013-1:98158

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Our records show that the property at the abovementioned address has had no Building Permits issued within the past ten (10) years.

Current notices etc. under Building Act 1993: Nil

Details of any current statements under regulation 64 or 231: Nil:

NOTE:

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), <a href="https://example.com/harms-new-maintenance-new-ma

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 <u>must</u> provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

NICKI BABATSIKOS

MUNICIPAL BUILDING SURVEYOR

Property Clearance Certificate

Land Tax



BRENDA ODWYER Your Reference: LD:77795099-009-4.2251215

Certificate No: 92784480

Issue Date: 18 AUG 2025

Enquiries: MXH10

Land Address: 5 WICKLOW STREET ORMOND VIC 3204

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 7382706
 49
 10023
 5131
 70
 \$0.00

Vendor: BRADLEY O'HARA

Purchaser: KATHLEEN SCOWEN & GERARD O'HARA

Current Land TaxYear Taxable Value (SV) Proportional TaxPenalty/InterestTotalESTATE OF MS DOREEN ANNE O'HAR/2025\$1,600,000\$0.00\$0.00\$0.00

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

Current Vacant Residential Land Tax Year Taxable Value (CIV) Tax Liability Penalty/Interest Total

Comments:

Arrears of Land Tax Year Proportional Tax Penalty/Interest Total

CHARGE:

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

CURRENT LAND TAX AND \$0.00
VACANT RESIDENTIAL LAND TAX

CAPITAL IMPROVED VALUE (CIV):



\$1,850,000

Notes to Certificate - Land Tax

Certificate No: 92784480

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

- 7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
- 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 = \$10,050.00

Taxable Value = \$1,600,000

Calculated as \$4,650 plus (\$1,600,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$18,500.00

Taxable Value = \$1,850,000

Calculated as \$1,850,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249 Ref: 92784480

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: 92784480

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate



Commercial and Industrial Property Tax

BRENDA ODWYER Your Reference: LD:77795099-009-4.2251215

Certificate No: 92784480

Issue Date: 18 AUG 2025

Enquires: MXH10

Land Address: 5 WICKLOW STREET ORMOND VIC 3204

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 7382706
 49
 10023
 5131
 70
 \$0.00

AVPCC Date of entry Entry Date land becomes Comment

into reform interest CIPT taxable land

110 N/A N/A N/A The AVPCC allocated to the land is not a qualifying

use.

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,850,000

SITE VALUE: \$1,600,000

CURRENT CIPT CHARGE: \$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92784480

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



BRENDA ODWYER

Your Reference: LD:77795099-009-4.2251215

Certificate No: 92784480

Issue Date: 18 AUG 2025

Land Address: 5 WICKLOW STREET ORMOND VIC 3204

Lot Plan Volume Folio

49 10023 5131 70

Vendor: BRADLEY O'HARA

Purchaser: KATHLEEN SCOWEN & GERARD O'HARA

WGT Property Id Event ID Windfall Gains Tax Deferred Interest Penalty/Interest Total

\$0.00 \$0.00 \$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick

Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 92784480

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073 Ref: 92784487

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: 92784487

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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