

# CONTRACT OF SALE OF REAL ESTATE

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

**PROPERTY ADDRESS: 96 RAMSDEN STREET CLIFTON HILL**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- \* Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT**

### NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

**SIGNED BY THE PURCHASER** ..... on ...../..... /2014

Print name of person signing: .....

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

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

**SIGNED BY THE VENDOR**..... on ...../..... /2014

Print name of person signing: KEITH IAN BAYNE

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT**

Double Day Real Estate  
Licensed Estate Agents  
22 Normanby Road Kew Victoria 3101

Tel: 0418 523 828 Fax: Ref: Email:

**VENDOR**

Keith Ian Bayne  
96 Ramsden Street Clifton Hill Victoria 3068

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

Gray & Gray  
Barristers & Solicitors  
188 High Street  
Northcote 3070

Tel: 9481 6468 Fax: 9489 6378 Ref: SW:140154 Email: simon.watkins@grayandgray.com.au

**PURCHASER****PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER****LAND** (general condition 3 &9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 2426 Folio 093	Crown Allotment 6 Section 19A at Clifton Hill City of Collingwood Parish of Jika Jika	

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

96 RAMSDEN STREET CLIFTON HILL VICTORIA 3068

**GOODS SOLD WITH LAND**

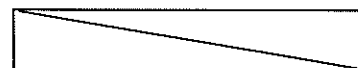
All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

**PAYMENT**

Price \$  
Deposit \$ \_\_\_\_\_ Ten percent of the purchase price  
Balance \$ \_\_\_\_\_ Payable at settlement  
=====

**GST** (refer to general condition 13)

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



If this is a sale of a 'farming business' or 'going concern' then add the words 'Farming business' or 'going concern' in this box:

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

**SETTLEMENT**

Is due on                    day of                    2014

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

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

**LEASE**

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

in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are:

(only complete the one that applies. Check tenancy agreement/lease before completing details.

\*residential tenancy agreement for a fixed term ending

Or

\*periodic residential tenancy agreement determinable by notice

Or

\*lease for a term ending.....with.....option to renew, each of..... years

**TERMS CONTRACT**

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

**LOAN - NOT APPLICABLE**

**SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

# SPECIAL CONDITIONS

## 1. Auction Rules

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

## 2. Director's Guarantee

For the purposes of General Condition 20, if the purchaser is, or includes, a company not listed on any Australian Stock Exchange, the company must, on the signing of this Contract, obtain the execution by each of its directors or (in the event that the company is a sole director company) its director of the Guarantee attached to this Contract.

## 3. Whole Agreement

It is agreed between the parties that there are no conditions, warranties or other terms affecting the sale other than those embodied in this Contract and the purchaser is not entitled to rely on any representations made by the vendor or his agents unless contained in this Contract.

## 4. Default

General Condition 26 is deleted and the following General Condition 26 is inserted in its place:

"Interest at a rate of 4% per annum plus the rate for the time being fixed by Section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of the default, without affecting any other rights of the offended party."

## 5. Liability for Delays

The vendor gives notice to the purchaser that, in the event that the purchaser fails to pay the residue of the price on the settlement date, the vendor will or may suffer the following damages which the purchaser must pay in addition to interest payable in accordance with this Contract and without prejudice to the other rights of the vendor under this Contract:

- 5.1. costs and fees associated with obtaining or continuing with bridging finance to complete the vendor's purchase of another property and interest charged on that bridging finance;
- 5.2. interest payable by the vendor under any existing mortgage (whether registered or unregistered) over the property calculated from the settlement date;
- 5.3. legal costs and expenses as between the vendor's solicitor and the vendor;
- 5.4. penalties payable to a third party through any delay in completion of the vendor's purchase of another property;
- 5.5. accommodation expenses (unless the property sold is not residential or is sold subject to any lease or residential tenancy agreement).

## 6. Payment

- 6.1. General Condition 11.5 is deleted and the following General Condition 11.5 is inserted in its place:
  - 6.1.a. "11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force and the name of which includes the words 'Bank' or 'Banking'".
- 6.2. General Condition 11.6 is deleted and the following General Condition 11.6 is inserted in its place:
  - 6.2.a. "11.6 The purchaser must pay bank fees on up to six bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor."

## 7. **Transfer and adjustments**

- 7.1. If the purchaser does not deliver the transfer of land document to the vendor in accordance with general condition 6:
- 7.1.a. the vendor will not be obliged to settle until ten days after receiving the transfer of land document;
  - 7.1.b. the purchaser must, at settlement, pay interest under general condition 26 from the date on which settlement was due under this contract until the date on which settlement takes place.
- 7.2. The purchaser must deliver to the vendor's legal practitioner the statement of adjustments, as required under general condition 15, not less than three business days before the settlement date.

## 8. **Nomination**

- 8.1. Any nomination under general condition 18 must be made by notice in writing to the vendor at least fourteen days before settlement ("the notice").
- 8.2. If the nominee is, or includes, a proprietary limited company, the notice will not be valid unless it is accompanied by a guarantee by each of its directors or (in the event that the company is a sole director company) its director, of the Guarantee attached to this Contract.
- 8.3. On nomination;
- 8.3.a. all money paid by the purchaser under this contract will be deemed to have been paid by the nominee; and
  - 8.3.b. the nominee will be deemed to have accepted title.
- 8.4. General condition 18 will cease to apply if the purchaser defaults or if the purchaser validly makes a nomination under this contract.

## 9. **Residency**

- 9.1. The Purchaser warrants -
- 9.1.a. that the Purchaser is ordinarily resident in Australia, or
  - 9.1.b. that the Purchaser is not a corporation, business or trust in which there is a substantial foreign interest within the meaning of the *Foreign Acquisitions and Takeovers Act 1975*; and
  - 9.1.c. that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* and the *Foreign Acquisitions and Takeovers Regulations 1989* requiring the obtaining of consent by the Purchaser for this transaction do not apply.
- 9.2. In the event of there being a breach of this warranty whether deliberate or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.
- 9.3. This warranty and indemnity shall not merge on completion of this Contract.

# GUARANTEE AND INDEMNITY

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KEITH IAN BAYNE  
(Vendor)

## GUARANTEE AND INDEMNITY

**TO: KEITH IAN BAYNE**  
("the Vendor")

**IN CONSIDERATION** of the Vendor having at the request of the person/s whose name/s and address/es are set out in the Schedule hereto ("the Guarantor") agreed to sell the land described in the within Contract of Sale to the within named purchaser ("the Purchaser") the Guarantor **HEREBY GUARANTEES** to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") **AND ALSO** the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed **AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES** that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. **THAT** in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. **THAT** in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. **THE** Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. **THAT** no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

**SCHEDULE TO  
GUARANTEE AND INDEMNITY**

**Purchaser:**

**Guarantor:**

**IN WITNESS** whereof the said Guarantor have set his/her /their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name in print of witness:

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature of witness:

\_\_\_\_\_  
Name in print of witness:



# **SALE OF LAND REGULATIONS 2005**

## **Schedule 1**

### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendors of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may resubmit the property to sale at the last undisputed bid or start the bidding again.
7. If the reserve price been set to the property and the property is passed in below that reserve price, the vendors first negotiate with the highest bidder for the purchase of the property.

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

#### 2. Vendor warranties

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

#### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. Services

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

## 5. Consents

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

## 6. Transfer

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

## 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
- if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
  - (b) is predominantly used for personal, domestic or household purposes; and
  - (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general general 7.9, the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

**7.11** Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7.

**8. Builder warranty insurance**

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

**9. General law land**

- 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

**MONEY**

**10. Settlement**

- 10.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

**11. Payment**

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

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

## 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. Adjustments**

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

**TRANSACTIONAL**

**16. Time**

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

**17. Service**

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

**18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser

- becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 24. Loss or damage before settlement

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

## 25. Breach

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

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

## DEFAULT

### 26. Interest

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

### 27. Default notice

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

- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

**VENDOR: KEITH IAN BAYNE**  
**PROPERTY: 96 RAMSDEN STREET CLIFTON HILL**

**IMPORTANT NOTICE TO PURCHASERS**

The use to which you propose to put the property may be prohibited by planning and 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 you commit yourself to buy. 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. Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

**1. RESTRICTIONS**

Any easement, covenant or other similar restriction affecting the property (whether registered or unregistered):-

1.1 Description:-

As set out in the attached copies of title documents and certificates.

1.2 Particulars of any existing failure to comply with their terms are as follows:-

As far as the Vendor is aware, there are none.

**2. PLANNING, ROAD ACCESS AND BUSHFIRE-PRONE PROPERTY**

See attached certificates

Where the property is outside the metropolitan area (as described in the Sale of Land Act 1962 (Vic) the planning instrument does not prohibit the construction of a dwelling house on the property.

There is access to the property by road.

The property is not in a bushfire-prone area within the meaning of regulations made under the Building Act 1993 (Vic). A bushfire-prone area report is attached.

**3. RATES, TAXES, OUTGOINGS & STATUTORY CHARGES**

Information regarding the amount of rates, taxes, charges or similar outgoings affecting the property and interest (if any) payable thereon (including any body corporate charges and interest):

(a) Is contained in the attached certificate.

(b) Amounts for which the purchaser may become liable in consequence of the sale:-  
Share of rates, taxes, outgoings and charges calculated at settlement date.

(c) The amount owing under any other registered or unregistered statutory charges that secures an amount due under any other legislation is:-  
Nil.

**4. SERVICES**

Information concerning supply of the following services:-

<b>Service</b>	<b>Connected</b>	<b>Name of Authority (if service connected)</b>
4.1 Electricity	Yes	Service Provider of Choice
4.2 Gas	Yes	Service Provider of Choice
4.3 Water	Yes	City West Water
4.4 Sewerage	Yes	City West Water
4.5 Telephone	Yes	Service Provider of Choice

Where the water supply or sewerage service is not of the standard level available in the locality, particulars of the level of service provided are as follows -  
As far as the vendor(s) are aware the service is of the standard level available to the locality.

**5. BUILDING APPROVALS**

Particulars of any building permit under the Building Act 1993 in the preceding seven years in relation to a building on the land (required only where the Property includes a residence):-  
No such approvals have been granted.

Particulars of insurance effected in the past six years and six months (where s137B of the Building Act applies):-  
No such insurance has been effected.

**6. NOTICES**

Any notice, order, declaration, report or recommendation of a public authority or Government Department or approved proposal affecting the property of which the vendor might reasonably be expected to have knowledge:-  
None to the Vendor's knowledge.

The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless such decisions are communicated to the Vendor.

**7. TITLE**

Information about the vendor's title:-  
Copies of the title documents are attached.

**8. OWNERS CORPORATIONS ACT 2006**

The land is NOT affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

**9. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

Not Applicable  
Attached is a copy of a notice or certificate issued under Subdivision 5 of Division 2 of the **Planning and Environment Act 1987** in the case of Land where there is a GAIC recording (within the meaning of Part 9B of the **Planning and Environment Act 1987**):  
\*certificate of release from liability;  
\*certificate of deferral of the liability;  
\*any certificate of exemption from liability;  
\*any notice given under the **Planning Environment Act 1987**; or  
\*a GAIC certificate relating to the land issued by the Commissioner under the **Planning and Environment Act 1987**.

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
  - (b) which has a net lettable area of at least 2000m<sup>2</sup>; (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) –
- are contained in the attached building energy efficiency certificate  
are as follows –

DOES NOT APPLY TO THE SUBJECT PROPERTY

**DATE OF THIS STATEMENT**                                  /                                  / **2014**

**Signature/s of vendor/s**                                  *K. I. Bayne*  
.....  
KEITH IAN BAYNE

The purchaser acknowledges being given a duplicate of this statement signed by the vendor/s before the purchaser signed any contract.

**DATE OF ACKNOWLEDGEMENT**                                  /                                  / **2014**

**Signature/s of purchaser/s** .....

Register Search Statement - Volume 2426 Folio 093

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the provisions of the Copyright Act and for the purposes of Section  
32 of the Sale of Land Act 1962 or pursuant to a written agreement.  
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of the information.

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

VOLUME 02426 FOLIO 093

Security no : 124049967027S  
Produced 02/04/2014 02:21 pm

LAND DESCRIPTION

Crown Allotment 6 Section 19A at Clifton Hill City of Collingwood Parish of  
Jika Jika.

PARENT TITLE Volume 02084 Folio 670  
Created by instrument 322012 01/06/1892

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

KEITH IAN BAYNE of 96 RAMSDEN STREET CLIFTON HILL VIC 3068  
AK170583L 06/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK251209M 22/03/2013  
COMMONWEALTH BANK OF AUSTRALIA

For details of any other encumbrances see the plan or imaged folio set out  
under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP773405V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 96 RAMSDEN STREET CLIFTON HILL VIC 3068

DOCUMENT END

Delivered from the Landata® System by SAI Global Property Division Pty Ltd  
Delivered at 02/04/2014, for Order Number 20413590. Your reference: SW:JZ/140154 Bayne.

# Application by Surviving Proprietor

## Section 50 Transfer of Land Act 1958

**AK170583L**



Lodged by:

Name: GRAY & GRAY

Phone: 9481-6468

Address: 188 High Street  
Northcote

Reference: SW 120494

Customer Code: 889T

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

Land: (volume and folio, and if applicable mortgage, charge or lease)

Certificate of Title Volume 2426 Folio 093

Applicant: (full name and address including postcode)

Keith Ian Bayne of 96 Ramsden Street Clifton Hill Victoria 3068

Deceased: (full name)

Jill Lorraine Bayne

Dated: 6/2/13

Signature of applicant

or

Signature of agent being an Australian  
Legal Practitioner within the meaning/  
under the *Legal Profession Act 2004*

17891110A

Order to Register

# ASP

Please register and issue Certificate of Title to

\*Law Perfect Pty Ltd

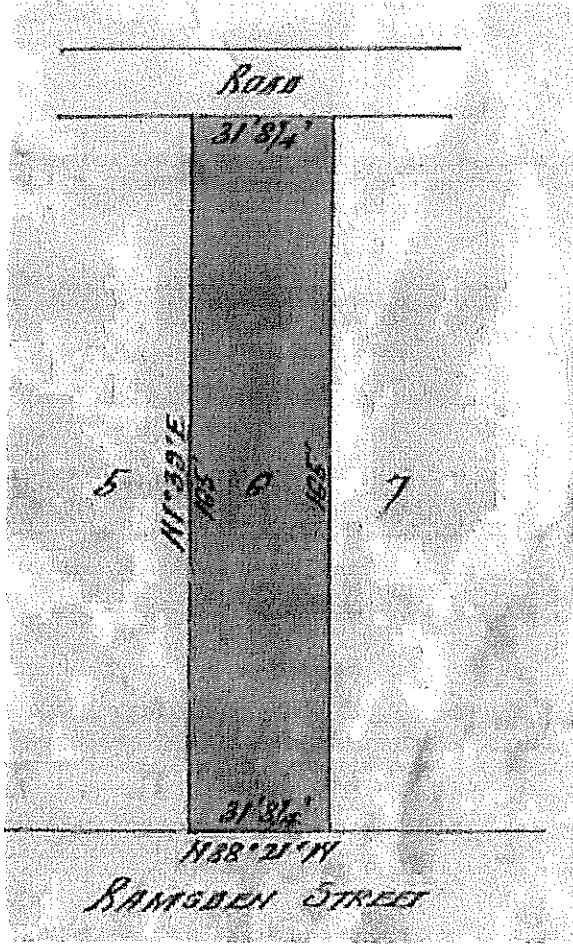
Signed

Customer Code:

TITLE PLAN	EDITION 1	TP 773405V
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<p><b>Location of Land</b></p> <p>Parish: CITY OF COLLINGWOOD PARISH OF JIKA JIKA</p> <p>Township:</p> <p>Section: 19A</p> <p>Crown Allotment: 6</p> <p>Crown Portion:</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 2426 FOL 093</p> <p>Depth Limitation: NIL</p>	<p><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p><b>Description of Land / Easement Information</b></p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 19/02/2003</p> <p>VERIFIED: RZ</p>
--	---





City of Yarra  
Rates Department  
PO Box 168  
Richmond VIC 3121  
DX 30205  
T (03) 9205 5406 or 9205 5407  
F (03) 8417 6666  
[Einfo@yarracity.vic.gov.au](mailto:Einfo@yarracity.vic.gov.au)  
[www.yarracity.vic.gov.au](http://www.yarracity.vic.gov.au)  
Interpreter Services (03) 9280 1940  
TTY (03) 9421 4192  
ABN 98 394 086 520

Date: 02 April 2014

## Land Information Certificate

Section 229 Local Government Act 1989

**Certificate No:** wLIC14/3090  
**Property Number:** 132710

Anstat  
L 3 355 Spencer St  
WEST MELBOURNE VIC 3003

**Applicant Reference:** SW:JZ/140154 Bayne

**Agent Reference:** 20414007:36891311

**Applicant Phone:**

**Location:**

96 Ramsden St  
Clifton Hill VIC 3068

**Title Description:** NO legal fields are recorded on this land parcel  
**Site Dimensions:** Front 9.65Rear 9.65Left 50.29Right 50.29

*This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or any other local law or by-law of the Council and specified flood level by Council (if any) is provided in "good faith". This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or other relevant authority. A fee may be charged for such information.*

### VALUATION DETAILS

**Base Date of Valuation:** 01/01/2012  
**Effective Date of Valuation:** 01/07/2012  
**Current Net Annual Value:** \$48000  
**Current Capital Improved Value:** \$960000  
**Current Site Value:** \$875000

### RATES AND CHARGES

	<u>Amount</u>
Total Arrears	\$19474.65
Current Years Rates	\$2189.28
Current Years Fire Service Levy	\$166.24
Pension Rebates	-\$252.90
Council Waiver	-\$150.00
Payments	-\$225.00
Balance Outstanding	\$21202.27



City of Yarra  
Rates Department  
PO Box 168  
Richmond VIC 3121  
DX 30205  
T (03) 9205 5408 or 9205 5407  
F (03) 8417 6666  
E [info@yarracity.vic.gov.au](mailto:info@yarracity.vic.gov.au)  
W [www.yarracity.vic.gov.au](http://www.yarracity.vic.gov.au)  
Interpreter Services (03) 9280 1940  
TTY (03) 9421 4192  
ABN 98 394 086 520

**Certificate No:** wLIC14/3090

THE 2013/2014 RATING PERIOD IS FROM 1/7/2013 to 30/6/2014

- Any arrears shown are now overdue for payment and may already be the subject of separate legal action.
- Any payments shown are subject to clearance by bank.
- Interest is calculated at 10.5% p.a. on all overdue amounts.

Rates are levied on the Net Annual Value (NAV) of properties.

In accordance with Section 175 of the *Local Government Act* 1989, the new owner must pay all amounts unpaid by the following dates:

- FULL PAYMENT due by 17 February 2014
- INSTALMENTS due by 30 September 2013, 2 December 2013, 28 February 2014 and 2 June 2014.

#### NOTICES and ORDERS

Money owing for works under the <i>Local Government Act 1958</i>	.... NIL
Potential liability for rates under the <i>Recreational and Cultural Lands Act 1963</i>	.... NIL
Outstanding amount for recreational purposes or any transfer of land under Section 18 of the <i>Subdivisions Act 1988</i> or the <i>Local Government Act 1958</i>	.... NIL
<i>Local Government Act 1989:</i>	
• Section 173- Supplementary valuation and rates;	.... No
• Section 174A - Cessation of Residential Use Rate - back rates;	.... No
• Section 227 - Money owing by former owner/occupier for other services;	.... NIL
Special Rates and Charges	.... No
Outstanding Orders under By-Laws or Local Laws:	.... No

#### PLEASE NOTE

**This property may not be eligible to receive a Parking Permit.**

In 2003 Council introduced a policy to ease the pressure on street parking. New development that increase the density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit.

For further information please contact Parking Services on (03) 9205 5255.

**Designated Flood Level:** The authority for the designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9235 2100.

Signed: 

(Authorised Officer)





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

12104103910

DATE OF ISSUE - 2/04/2014

APPLICATION NO.

615471

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.  
20414007:36891313

ACCOUNTS PAYABLE - LEVEL 9  
GPO BOX 5420  
SYDNEY NSW 2001

SOURCE NO.  
99905059310

PROPERTY: 96 RAMSDEN STREET CLIFTON HILL VIC 3068

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

The sum of two hundred and forty one dollars and sixty three cents is payable in respect of the property listed above to the end of the financial year.

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

Service Charge Type	Annual charge 1/07/2013 - 30/06/2014	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	89.12	Quarterly	31/03/2014	66.84	0.00
PARKS SERVICE CHARGES	68.47	Annually	30/06/2014	68.47	0.00
WATER SERVICE CHARGE RESIDENTIAL	222.33	Quarterly	31/03/2014	166.44	0.00
SEWERAGE SERVICE CHARGE RESIDENTIAL	244.84	Quarterly	31/03/2014	183.63	0.00
<b>TOTAL</b>	<b>624.76</b>			<b>485.38</b>	<b>0.00</b>

Service charges owing to 30/06/2013	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 27/03/2014.	102.25
Adjustments	0.00
<b>Current amount outstanding</b>	<b>102.25</b>
Plus remainder service charges to be billed	139.38
<b>BALANCE including unbilled service charges</b>	<b>241.63</b>



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

12104103910

DATE OF ISSUE - 2/04/2014

APPLICATION NO.

615471

Please note the water meter on this property was last read on 27/03/2014.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 27/03/2014 to the settlement date.

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

Drinking Water Usage	\$0.98 per day
Sewerage Disposal Charge	\$0.49 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for up to two business days after the meter is read. An account for charges from the last meter read date 27/03/2014 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

12104103910

DATE OF ISSUE - 2/04/2014

APPLICATION NO.

615471

## Information given pursuant to section 158 of the Water Act 1989

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

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

AUTHORISED OFFICER:

MARIANNE WALKER  
EXECUTIVE MANAGER  
CUSTOMER OPERATIONS

CITY WEST WATER CORPORATION

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

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

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



# Encumbrance Plan

96 RAMSDEN STREET CLIFTON HILL 3068

Application No. 615471

Date: 02/04/2014



City West Water



## LEGEND



Circular Manhole



Inspection Shaft



Sewer Main

Abandoned Sewer Main



Water Main

Abandoned Water Main

Assets labelled AC may contain asbestos material and therefore works on these assets must be undertaken in accordance with OHS Regulations 2007 ( Part 4.3 ).

Disclaimer : The location of assets must be proved in the field by the applicant prior to the commencement of work. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This company accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



# Notes to certificates under Section 105 of the Land Tax Act 2005

Certificate No: 84142088

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

## For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$875,000

Land Tax = \$2,350.00

Calculated as \$975 plus ( \$875,000 - \$600,000) multiplied by 0.500 cents.

## Further information

**Internet** [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

**Email** [sro@sro.vic.gov.au](mailto:sro@sro.vic.gov.au)  
(Attn: Land Tax)

**Phone** 13 21 61 (local call cost)

**Fax** 03 9628 6853

**Mail** State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

**In person** State Revenue Office  
Level 2, 121 Exhibition Street  
Melbourne Victoria

For SRO counter service hours, please visit [www.sro.vic.gov.au/counter](http://www.sro.vic.gov.au/counter)

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001



### Payment in person:

- Present this notice to the State Revenue Office  
Level 2, 121 Exhibition Street  
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit [www.sro.vic.gov.au/counter](http://www.sro.vic.gov.au/counter)



CERTIFICATE No: 20414007 DATE: 03/04/2014

# PLANNING CERTIFICATE

**Client:** Gray & Gray  
DX: 96602 Fitzroy VIC

**Matter Ref:** SW:JZ/140154 Bayne  
**Vendor:** KEITH IAN BAYNE  
**Purchaser:**

**Subject Property:** 96 RAMSDEN STREET CLIFTON HILL VIC 3068

**Title Particulars:** Vol 2426 Fol 093

**Municipality:** YARRA

**Planning Scheme:** YARRA PLANNING SCHEME

**Responsible Authority for administering and enforcing the Scheme:** YARRA CITY COUNCIL

**Zone:** RESIDENTIAL 1 ZONE

**Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening:** Not Applicable

**Design and Development Overlay:** Not Applicable

**Development Contributions Plan Overlay:** Not Applicable

**Development Plan Overlay:** Not Applicable

**Environmental Audit Overlay:** Not Applicable

**Environmental Significance Overlay:** Not Applicable

**Heritage Overlay:** HERITAGE OVERLAY (HO316)

**Public Acquisition Overlay:** Not Applicable

**Significant Landscape Overlay:** Not Applicable

**Special Building Overlay:** Not Applicable

**Vegetation Protection Overlay:** Not Applicable

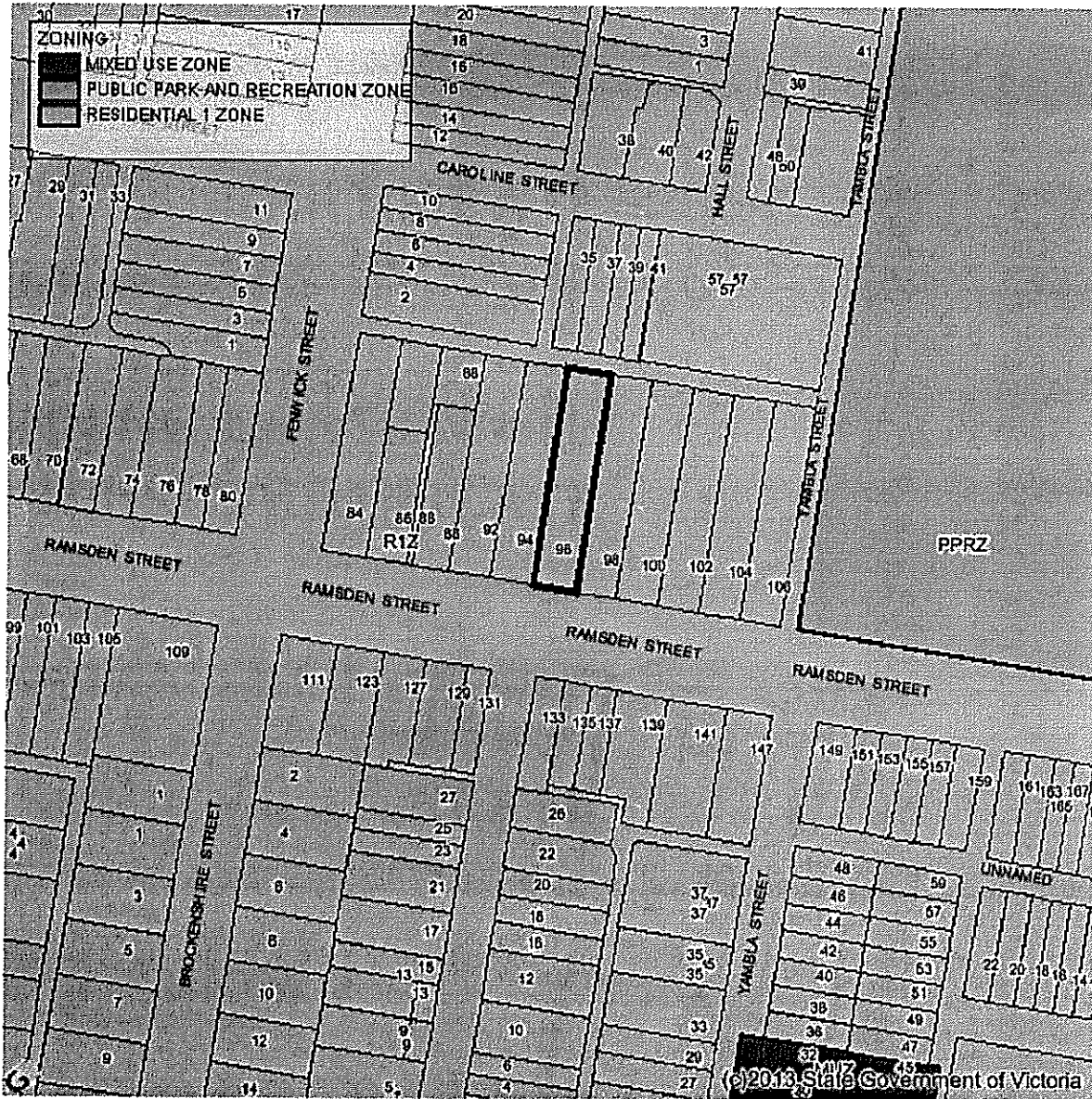
**Other Overlays:** Not Applicable

**Proposed Planning Scheme Amendments:** YARRA C133 PROPOSES TO INTRODUCE A LOCAL ENVIRONMENTALLY EFFICIENT DESIGN (EED) POLICY AT CLAUSE 22.17, AND TO AMEND CLAUSE 21.07-1 (ECOLOGICALLY SUSTAINABLE DEVELOPMENT) TO REFLECT THE INTRODUCTION OF THE LOCAL POLICY

**Additional Notes:** Not Applicable

*The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.*

# PLANNING CERTIFICATE



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 SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.



YARRA PLANNING SCHEME

PS Map Ref	Heritage Place	External Paint Controls Apply?	Internal Alteration Controls Apply?	Tree Controls Apply?	Outbuildings or fences which are not exempt under Clause 43.01-3	Included on the Victorian Heritage Register under the Heritage Act 1995?	Prohibited uses may be permitted?	Name of Incorporated Plan under Clause 43.01-2	Aboriginal heritage place?
HO308	Barkly Gardens Precinct, Richmond	No	No	No	No	No	No	No	No
HO309	Bendigo Street Precinct, Richmond	No	No	No	No	No	No	No	No
HO310	Bridge Road Precinct, Richmond	Yes	No	No	No	No	No	No	No
HO311	Brunswick Street Precinct, Fitzroy	Yes	No	No	No	No	No	No	No
HO312	Campbell Street Precinct, Collingwood	No	No	No	No	No	No	No	No
HO313	Charles Street Precinct, Abbotsford	No	No	No	No	No	No	No	No
HO314	Yarra Falls Precinct, Abbotsford	No	No	No	No	No	No	No	No
HO315	Church Street Precinct, Richmond	Yes	No	No	No	No	No	No	No
HO316	Clifton Hill Eastern Precinct	No	No	No	No	No	No	No	No
HO317	Clifton Hill Western Precinct	No	No	No	No	No	No	No	No
HO318	Collingwood Slope Precinct	No	No	No	No	No	No	No	No
HO342	Cremorne Precinct	No	No	No	No	No	No	No	No
HO319	Elm Grove Precinct, Richmond	No	No	No	No	No	No	No	No
HO320	Fairchild Street Precinct, Abbotsford	No	No	No	No	No	No	No	No
HO321	Gold Street Precinct, Collingwood	No	No	No	No	No	No	No	No
HO322	Golden Square Precinct, Richmond	No	No	No	No	No	No	No	No
HO323	Green Street Precinct, Richmond	No	No	No	No	No	No	No	No
HO324	Johnston Street Precinct, Collingwood	Yes	No	No	No	No	No	No	No
HO325	Kennedy Street Precinct, Richmond	Yes	No	No	No	No	No	No	No
HO326	North Carlton Precinct	No	No	No	No	No	No	No	No
HO327	North Fitzroy Precinct	No	No	No	No	No	No	No	No

HERITAGE OVERLAY - SCHEDULE

\* DENOTES INTERIM PROTECTION

#1 - DOES NOT APPLY AFTER 31 OCTOBER 2013

#2 - DOES NOT APPLY AFTER 30 NOVEMBER 2013



CERTIFICATE No: 20414007 DATE: 03/04/2014

# ROADS CERTIFICATE

**Client:** Gray & Gray  
DX: 96602 Fitzroy VIC

**Matter Ref:** SW:JZ/140154 Bayne  
**Vendor:** KEITH IAN BAYNE  
**Purchaser:**

**Subject Property:** 96 RAMSDEN STREET CLIFTON HILL VIC 3068

**Title Particulars:** Vol 2426 Fol 093

**Municipality:** YARRA

**Advice of approved VicRoads proposals:** VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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

08/00 -bds29  
Please Refer to Phone: Fax: 8417 6666  
Our Ref: wBC14/00756 Your Ref:SW:JZ/140154 Bayl  
Agent Ref: 20414007:36891314



City of Yarra  
Yarra Building Services  
PO Box 168  
Richmond VIC 3121  
DX 30205  
T (03) 9205 5095  
F (03) 8417 6666  
[Info@yarracity.vic.gov.au](mailto:Info@yarracity.vic.gov.au)  
[www.yarracity.vic.gov.au](http://www.yarracity.vic.gov.au)  
Interpreter Services (03) 9280 1940  
TTY (03) 9421 4192  
ABN 98 394 086 520

16 April 2014

**Anstat**  
**L 3 355 Spencer St**  
**WEST MELBOURNE VIC 3003**

Address:96 Ramsden St Clifton Hill

**BUILDING REGULATIONS 2006**  
**Regulation 327**  
**REQUEST FOR BUILDING APPROVAL PARTICULARS**

**We acknowledge your request for building particulars regarding the above property. Our building records indicate the following information:**

**326(1) Details of building permits issued in the preceding 10 years.**

Council Building Records do not indicate that any Building Approvals have been issued in relation to the above property for the previous ten (10) years.

**Details of any current notice, order, statement or certificate issued under the Building Act 1993 or the Building Regulations 2006.**

**No record of any outstanding Notices is held by Councils Building Department**  
**No record of any outstanding Orders is held by Councils Building Department**

Council is unable to provide information regarding statements issued under Regulation 502 (Combined allotments) or Regulation 503 (Subdivision of existing buildings). Should you require this information, you may request access to council's building file on 9205 5351. Please Note: Additional fees will apply.

Details of building envelopes on the allotment or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from [www.land.vic.gov.au](http://www.land.vic.gov.au).

**Please Note:**

*All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in a penalty of \$500.00*

*Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can result in a penalty of \$500.00. For further detailed information, please contact the Council's Building Department.*

***This property may not be eligible to receive a Parking Permit.***

*In 2003 Council introduced a policy to ease the pressure on street parking. New developments that increase the density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit.*

*For further information please contact Parking Services on 92055255.*

Yours sincerely

Can Curllis

## Bushfire Prone Area Report

From [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning) on 02 April 2014 02:57 PM

**Address:** 96 RAMSDEN STREET CLIFTON HILL 3068

**Crown Description:** Allot. 6 Sec. 19A AT CLIFTON HILL (JIKA JIKA)

**Local Government (Council):** YARRA **Council Property Number:** 132710

**Directory Reference:** Melway 2D B3

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

### Bushfire Prone Area Map



#### Bushfire Prone Area Legend



Bushfire Prone Area



Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013 and 30 December 2013.

The Building Regulations 2006 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at [services.land.vic.gov.au/maps/bushfire.jsp](http://services.land.vic.gov.au/maps/bushfire.jsp) or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

