

Contract of Sale of Real Estate

**GRAHAM CLIFFORD KENNEDAY AND
MAUREEN JEANETTE WICKHAM-KENNEDAY**

Vendor

102 BLUMM ROAD, BELGRAVE SOUTH VIC 3160

Property



CONTRACT OF SALE OF REAL ESTATE

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



Property Address: 102 BLUMM ROAD, BELGRAVE SOUTH VIC 3160

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 (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**);

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 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'

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 payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/...../2025

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

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

SIGNED BY THE VENDOR

..... on/...../2025

Print name of person signing **GRAHAM CLIFFORD KENNEDAY AND MAUREEN JEANETTE WICKHAM-KENNEDAY**

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name	Ranges First National				
Address	1660 Burwood Highway, Belgrave VIC 3160				
Email:	anthonyi@rangesfn.com.au				
Tel:	9754 6111	Mob:		Fax:	
Ref:	Anthony Iorlano				

VENDOR

Name	Graham Clifford Kenneday and Maureen Jeanette Wickham-Keneday				
Address	102 Blumm Road, Belgrave South VIC 3160				

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Name	ADVANTAGE CONVEYANCING				
Address	PO Box 24, BC Ferntree Gully VIC 3156 (linda@advantageconveyancing.com.au)				
Tel:	03 9017 0782	Mob:		Fax:	03 8678 1024
Ref:	Linda Furneaux				

PURCHASER

Name:					
Address					
ABN/ACN:					

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Name:					
Address					
Email:					
Tel:		Mob:		Fax:	
Ref:					

PROPERTY ADDRESS

The address of the property is **102 Blumm Road, Belgrave South VIC 3160**

LAND (General Conditions 3 & 9)

The land is –
Described in the table below -

Certificate of Title reference				being lot	on plan
Volume	10679	Folio	985	1	503829M

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

Floor coverings, electric light fittings and window furnishings, as inspected.

PAYMENT

(General Condition 11)

Price	\$	
Deposit	\$	By/...../2025 (of which \$..... has been paid)
Balance	\$	payable at settlement

GST (General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear 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

(General Condition 10)

is due on/...../20.....

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;
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- 14 days after the vendor gives notice in writing to the purchaser that the Occupancy Permit has issued.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GC 23 – Special Condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which the section 10G of the Sale of Land Act 1962 applies.

GC 28 – Special Condition

General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special Conditions

1. Amendments to General Conditions

- 1.1 General Condition 12 is deleted.
- 1.2 General Conditions 21 and 22 are deleted.
- 1.3 General Conditions 31.4 and 31.5 are deleted.

2. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

3. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

4. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. 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 shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

5. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

6. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

7. Acceptance Of Title

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.

8. Building Approvals

In the event a structure or any building works on the land herein described has not been issued with a Permit or Final Inspection Certificate, the purchaser may be required to comply with the provisions of the Building Act and Building Regulations. The Purchaser will not call upon the Vendor to comply with any of the requirements and acknowledge they are responsible for any costs associated therein.

9. Easements

The Purchaser hereby acknowledges that there may be structures built over easements and that consent and/or relevant permits may not have been obtained from the relevant authorities. The Purchaser hereby acknowledges that they cannot withdraw from the Contract in the event that a structure has been built over an easement, without consent and or relevant permits. Furthermore, that the Purchaser cannot make any claim against the Vendor, the Vendor's Agent or the Vendor's Conveyancer, in this regard now or at anytime in the future.

10. Swimming Pools/Spas/Ponds

In the event that a swimming pools, spa or pond is on the land herein described the purchaser may be required to comply with the provisions of the Building Act 1993 and Building Regulations 1994 and in particular Regulation 5.13, requiring provision of barriers to restrict access to the pool. The Purchaser will not call upon the Vendor to comply with any of the above requirements and acknowledges they are responsible for any costs associated therein.

In the event that there is a swimming pool or spa located on the property, the Purchaser acknowledges that it is their responsibility to register the pool with Council and obtain a Compliance Certificate or undertake any other requirements to meet Pool and Spa Registration requirements. Any works required to meet compliance is the responsibility of the Purchaser and the Purchaser cannot make any claim for compensation or costs against the Vendor.

11. Default

- 11.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in this Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will be in breach of the Contract. All costs and expenses incurred by the Vendor resulting from the Purchaser's breach of this Contract which include the additional fees of the Vendor's Conveyancer and costs of the Notice of Default, should one have been served shall be the responsibility of the Purchaser. Such costs and expenses are payable at settlement.

11.2 The Purchaser shall also pay any rebooking fee and settlement fee payable to the Vendor's Conveyancer in the sum of \$220.00, plus any such fees levied by the Vendor's Mortgagee and third parties.

12. Variation of Contract

Should the Purchaser request a variation of the Contract as to the change of settlement date, the Purchaser will pay the Vendors Conveyancer's costs in the sum of \$220.00.

13. Rates Certificates

If requested, the Purchaser/s agrees to provide to the Vendor's Representative copies of all certificates and searches obtained by the Purchaser/s to calculate adjustments. The Vendor/s will not be obliged to provide disbursement/destination details until such time as the copies have been received.

14. 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 Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

15. Condition of Walls

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such implements or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls as at the day of sale.

16. Property Condition

16.1 The Purchaser acknowledges having inspected the property and accepts it in an "as is" condition and its present state of repair and condition. The property and any chattels are sold:-

- (a) in the condition and state and repair as at the signing of the Contract;
- (b) subject to any defect whether later or patent; or
- (c) subject to any non compliance with the improvements or any alterations or additions thereto with the provisions of the Local Government Act 1989 (Vic), the Building Act 1993 (Vic) or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities;
- (d) subject to any infestation and dilapidation;
- (e) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (f) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;

16.2 The Purchaser agrees not to seek to terminate or rescind the Contract or make any requisition or claim for compensation arising out of any matters covered in this Special Condition.

- 16.3 No failure of any building or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

17. CHRISTMAS and NEW YEAR PUBLIC HOLIDAYS PERIOD & OTHER OFFICE CLOSURE DAYS

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date or other Important date is chosen (or arises) in the Office Closure Period (as defined and set out below).

Notwithstanding any other provisions in this Contract:-

- 17.1 For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or a Public Holiday in Melbourne.
- 17.2 it is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (*for example*, "Melbourne Cup Monday", being the Monday immediately before Melbourne Cup Day), and during the period between Friday 19/12/2025 and Tuesday 06/01/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"), that the great majority of Conveyancing Practices, law firms and Settlement Agents are Closed for Business, Estate Agents are often unable to arrange "Final Inspections" under GC 22 due to their own staff holidays or Vendors being away on Holidays themselves, Banks and most other Lenders are operating on severely restricted "skeleton staff", there are numerous Public Holidays and Land Registry have for some years in the past closed for some additional days (and are expected to do so again during the Office Closure Period);
- 17.3 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed nevertheless that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on **Friday 9th January, 2026**, and this Special Condition shall have Priority in this regard over the Particulars of Sale and shall prevail;
- 17.4 Further, should the Due Date for satisfaction of any Special Conditions, including, but not limited to the Purchaser's Loan Approval, Building and/or Pest Inspections, Conveyancer's Review and/or approval of this Contract and/or related Sales Documentation (or any agreed extensions thereto), or the Expiry of a 14 Day Default or Rescission Notice fall due in the Office Closure Period, then it is agreed nevertheless that such date shall be extended to the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, the agreed said Due Date (or Expiry Date, as the case may be) is hereby varied to **Friday 9th January, 2026**, and this Special Condition shall have Priority in this regard over the Particulars of Sale and over any other said date/s in any other Special Condition or said Notice, and shall prevail;
- 17.5 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor or their Conveyancers/legal Representative during

the Office Closure Period arising from or in connection with the failure to complete this Contract or any other alleged breach during the Office Closure Period, or for any other reason, and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

- 17.6 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income, outgoings or for any increased Land Tax liability by virtue of Settlement falling into the next Calendar Year, or otherwise.

SCH 1

SCHEDULES

SCHEDULE 1

Regulations 5, 6, 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor 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 re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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:
- a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 6.7. Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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—
- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7. A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8. A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9. If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10. In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11. The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12. The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13. If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14. The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15. Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1. The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2. The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3. The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4. The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5. The purchaser is taken to have accepted the vendor's title if:
 - a) 21 days have elapsed since the day of sale; and
 - b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6. The contract will be at an end if:
 - a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - b) the objection or requirement is not withdrawn in that time.
- 13.7. If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8. 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,

- b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic 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.
- 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 7 days from the day of sale if the purchaser:
 - a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - b) gives the vendor a copy of the report and a written notice ending this contract; and

c) is not then in default.

21.3. All money 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 7 days from the day of sale if the purchaser:

a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

b) gives the vendor a copy of the report and a written notice ending this contract; and

c) is not then in default.

22.3. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4. A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5. The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1. All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2. The periodic outgoings and rent and other income must be apportioned on the following basis:

a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

c) the vendor is taken to own the land as a resident Australian beneficial owner; and

d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this 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:

- c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10. A party must provide the other party with such information as the other party requires to:

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business 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:

- a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- b) all those amounts are a charge on the land until payment; and
- c) the purchaser may also recover any loss otherwise recoverable.

35.4. If the contract ends by a default notice given by the vendor:

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

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

GUARANTEE and INDEMNITY

I/We, of

and..... of

being the **Sole Director / Directors** of of
 (called the "Guarantors") IN CONSIDERATION

of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

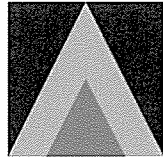
- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2025

SIGNED by the said)
)
 Print Name:)
)
 Director (Sign)

in the presence of:)
)
 Witness:)



**Advantage
Conveyancing**

abn 43 135 926 064

VENDOR'S STATEMENT

**Graham Clifford Kenneday and
Maureen Jeanette Wickham-Kenneday**
Vendor

102 Blumm Road, Belgrave South VIC 3160
Property

10 Park Boulevard, Ferntree Gully 3156
PO Box 24, BC Ferntree Gully 3156
DX: 15513, Boronia
Phone: 03 9017 0782
Mobile: 0458 000 355
Fax: 03 8678 1024
Email: linda@advantageconveyancing.com.au

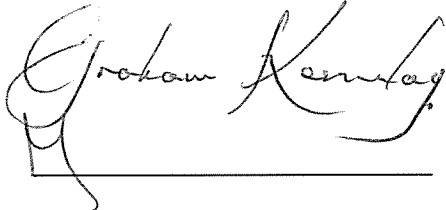
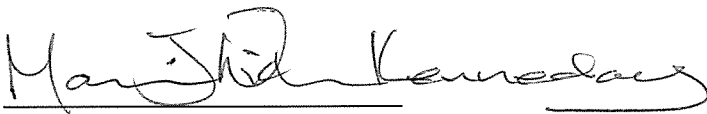
Vendor Statement

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

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

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	102 BLUMM ROAD, BELGRAVE SOUTH VIC 3160
-------------	---

Vendor's name	Graham Clifford Kennedy	Date	20/11/25
Vendor's signature			
Vendor's name	Maureen Jeanette Wickham-Kenneday	Date	20/11/25
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

There total does not exceed \$6,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(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	AVPC No. 117
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Planning Certificate Attached.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

NIL

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:

NIL

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.

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.

Not Applicable.

7.1 Work-in-Kind Agreement

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

(a) The 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.

The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (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 Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input type="checkbox"/>
---	--	--	--	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(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.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Title Search
Plan of Subdivision
Shire of Yarra Ranges Land Information Certificate
Shire of Yarra Ranges Building Certificate
Planning Certificate
Water Information Statement
Property Clearance Certificate
Vic Roads Certificate
Property Report and Planning Property Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

VOLUME 10679 FOLIO 985

Security no : 124121183694W
Produced 14/01/2025 12:19 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 503829M.
PARENT TITLES :
Volume 08167 Folio 943 Volume 09503 Folio 915
Created by instrument PS503829M 08/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GRAHAM CLIFFORD KENNEDAY
MAUREEN JEANETTE WICKHAM-KENNEDAY both of 102 BLUMM ROAD BELGRAVE SOUTH VIC 3160
AJ501872W 21/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ501873U 21/02/2012
THE ROCK BUILDING SOCIETY LTD

MORTGAGE AY418541E 19/09/2024
BC CAPITAL PTY LTD

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

DIAGRAM LOCATION

SEE PS503829M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY414093C (E)	NOMINATION OF ECT TO LC	Completed	18/09/2024
AY418540G (E)	DISCHARGE OF MORTGAGE	Registered	19/09/2024
AY418541E (E)	MORTGAGE	Registered	19/09/2024

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

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

Street Address: 102 BLUMM ROAD BELGRAVE SOUTH VIC 3160

ADMINISTRATIVE NOTICES

NIL

eCT Control 20187Q MYSTATE BANK LIMITED
Effective from 19/09/2024

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS503829M
Number of Pages (excluding this cover sheet)	2
Document Assembled	14/01/2025 12:19

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

PLAN OF SUBDIVISION	Stage No. <hr style="width:50%; margin: auto;"/>	LR use only EDITION 1	Plan Number PS 503829 M
----------------------------	---	------------------------------	--------------------------------

Location of Land
 Parish: NARREE WORRAN
 Township: _____
 Section: _____
 Crown Allotment: 102^G & 102^F
 Crown Portion: _____

LTO base record: DCMB
 Title References: VOL 8167 FOL 943
 VOL 9503 FOL 915

Last Plan Reference: _____
 Postal Address: 74 BLUMM ROAD,
 BELGRAVE SOUTH, 3160.

AMG Co-ordinates: E 357 300
 (Of approx. centre of plan) N 5 798 800 Zone 55

Council Certification and Endorsement

Council Name: YARRA RANGES SHIRE COUNCIL Ref: 7516

1. This plan is certified under section 6 of the Subdivision Act 1988.
- ~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 / /~~
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage _____~~

Council Delegate
~~Council seal~~
 Date 15/7/02

~~Re-certified under Section 11(7) of the Subdivision Act 1988.
 Council Delegate
 Council seal
 Date / /~~

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Notations

Staging: This ~~is~~ is not a staged subdivision
 Planning Permit No.

Depth Limitation: Does not apply

THE DIMENSIONS OF LOT 2 ARE NOT THE RESULT OF THIS SURVEY AND ARE DERIVED FROM TITLE.

Survey:- This plan is / ~~is not~~ based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s).
 In proclaimed Survey Area no.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LR use only Statement of Compliance / Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/> Date 15/09/2002
E-1	POWERLINE PURPOSES	14	THIS PLAN - SEC 88 ELECTRICITY INDUSTRY ACT 2000	TXU NETWORKS	LR use only PLAN REGISTERED TIME 1:56 pm DATE 8/10/02 <i>G. Venn</i> Assistant Registrar of Titles
E-2	POWERLINE PURPOSES	8	THIS PLAN - SEC 88 ELECTRICITY INDUSTRY ACT 2000	TXU NETWORKS	
SHEET 1 OF 2 SHEETS					

NICHOLAS PETRIS & ASSOC. P/L
 ABN 50 005 633 081
 ENVIRONMENTAL PLANNING & DEVELOPMENT CONSULTANTS
 LAND SURVEYORS
 Unit 1 1569 Burwood Highway, Belgrave 3160
 Telephone: (03) 9754 3930 Fax: (03) 9752 5069

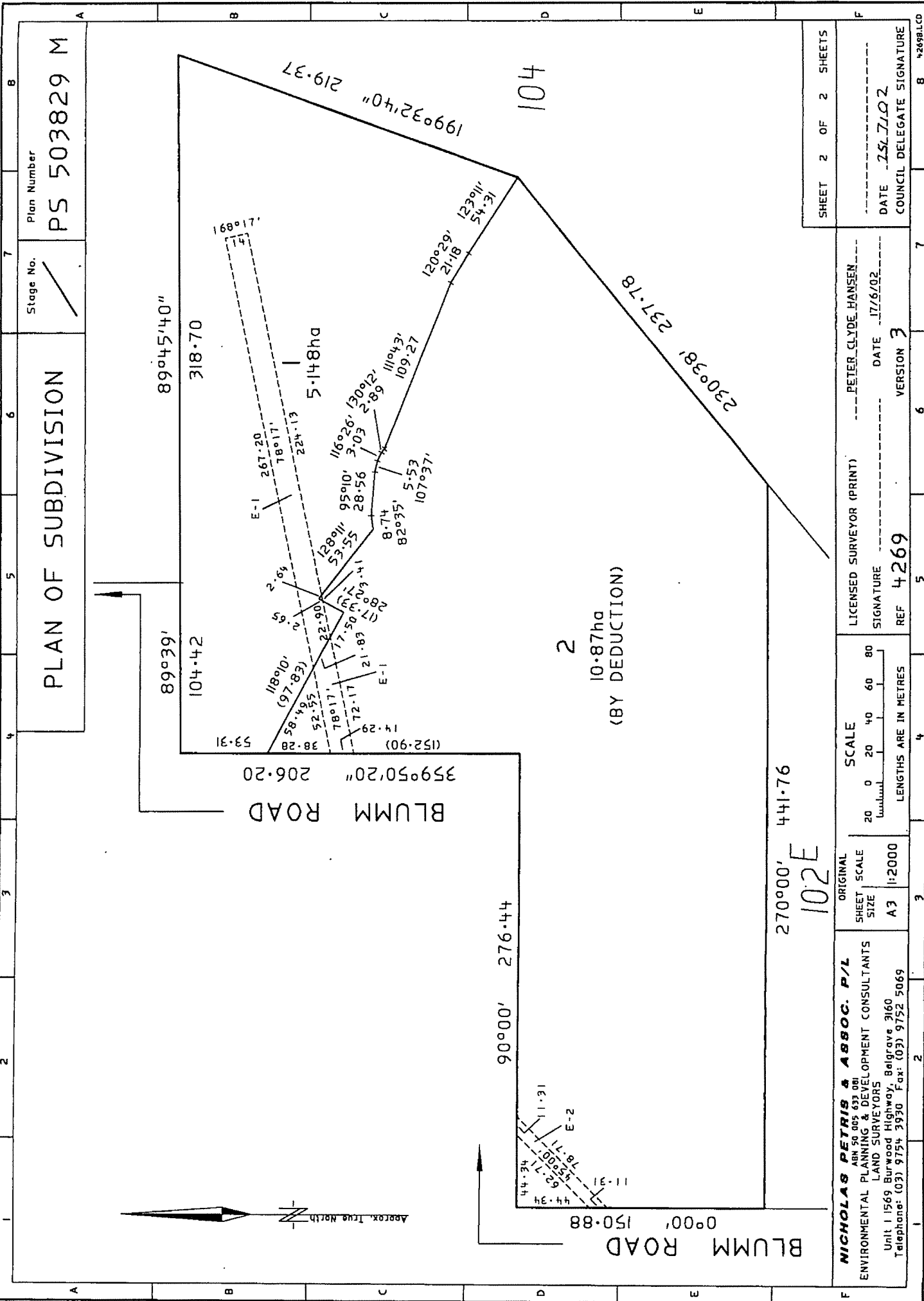
LICENSED SURVEYOR (PRINT) PETER CLYDE HANSEN

SIGNATURE _____ DATE 17/6/02

REF **4269** VERSION **3**

DATE 25/7/02
 COUNCIL DELEGATE SIGNATURE _____

Original sheet size **A3** 4269B.LCD



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 503829 M



BLUMM ROAD
359°50'20" 206.20

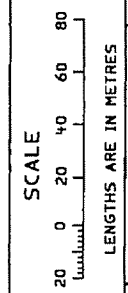
90°00' 276.44

BLUMM ROAD
0°00' 150.88

2
10.87ha
(BY DEDUCTION)

270°00' 441.76
102E

ORIGINAL SCALE
SHEET SIZE A3
1:2000



LICENSED SURVEYOR (PRINT) PETER CLYDE HANSEN
SIGNATURE
DATE 17/6/02
VERSION 3
REF 4269

NICHOLAS PETRIS & ASSOC. P/L
ENVIRONMENTAL PLANNING & DEVELOPMENT CONSULTANTS
LAND SURVEYORS
Unit 1 1569 Burwood Highway, Balgrave 3160
Telephone: (03) 9754 3930 Fax: (03) 9752 5069
ABN 50 005 632 081

SHEET 2 OF 2 SHEETS

DATE 25/7/02
COUNCIL DELEGATE SIGNATURE

7 6 5 4 3 2 1

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au



Certificate Number: 118205
Issue Date: 16-Jan-2025
Applicant Reference: 75536233-017-2:167488

Landata
DX 250639
MELBOURNE VIC

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, Local Government Act 2020 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

PROPERTY INFORMATION

Assessment Number: 60035/0
Property Address: 102 Blumm Road, Belgrave South VIC 3160
Property Description: Lot 1 PS503829 Ca PTS102F&102G PNarree Worran

VALUATION INFORMATION

Current Level of Value Date: 1 January 2024
Operative Date of Value: 01-Jul-2024
Site Value: 1,100,000
Capital Improved Value: 1,400,000
Net Annual Value: 70,000

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2025		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	3,492.00	Legal Charges Arrears	0.00
Waste Charge	507.00	Arrears & Previous Year Interest	1,392.25
Fire Services Property Levy	253.80	Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	4,252.80
		Rebates	0.00
		Payments since 1 July 2024	-4,715.30
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	929.75
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
Total Annual Charge	4,252.80	Balance Outstanding	\$929.75

Rates are due to be paid in full by 15 Feb 2025, if payment is not being made by instalments.

Payment can be made by:

- BPAY – Biller Code 8979 Reference 600350
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 600350

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There ~~is~~is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There ~~is~~is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

OTHER INFORMATION

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



Jim Stewart

Executive Officer, Property Rating Services Date: 16-Jan-2025
(Contact Property Rating Services on 1300 368 333 for any enquiries)
Received the sum of \$29.70 being the fee for this Certificate.

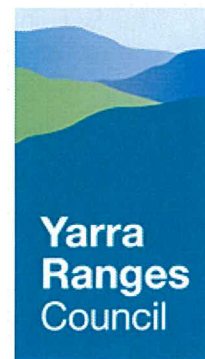
BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 123826
Your Reference 75536233-018-9:167487
Date Issued 17 January 2025

Landata
DX 250639
MELBOURNE VIC

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Property Address 102 Blumm Road, Belgrave South VIC 3160
Property Description Lot 1 PS503829 Ca PTS102F&102G PNarree Worran
Assessment Number 60035

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$52.10. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$52.10 for this certificate.

George Avramopoulos
Municipal Building Surveyor

NOTES

Smoke Alarms/Sprinkler Systems

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

Swimming Pools

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.

Advantage Conveyancing C/- Triconvey
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 102 BLUMM ROAD BELGRAVE
3160
1 PS 503829

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
59C//18895/00006	LANDATA CER 75500960-026-2	14 JANUARY 2025	48389363

1. 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	01/01/2025 to 31/03/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/01/2025 to 31/03/2025	\$16.75

(b) By South East Water

Subtotal Service Charges	\$38.54
TOTAL UNPAID BALANCE	\$38.54

- 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.
- 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- 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.

Your property is traversed by or is within the vicinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit www.melbournewater.com.au or contact 131722.

The records available indicate an open watercourse within or is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

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:



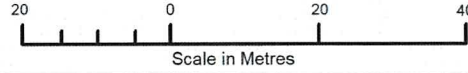
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

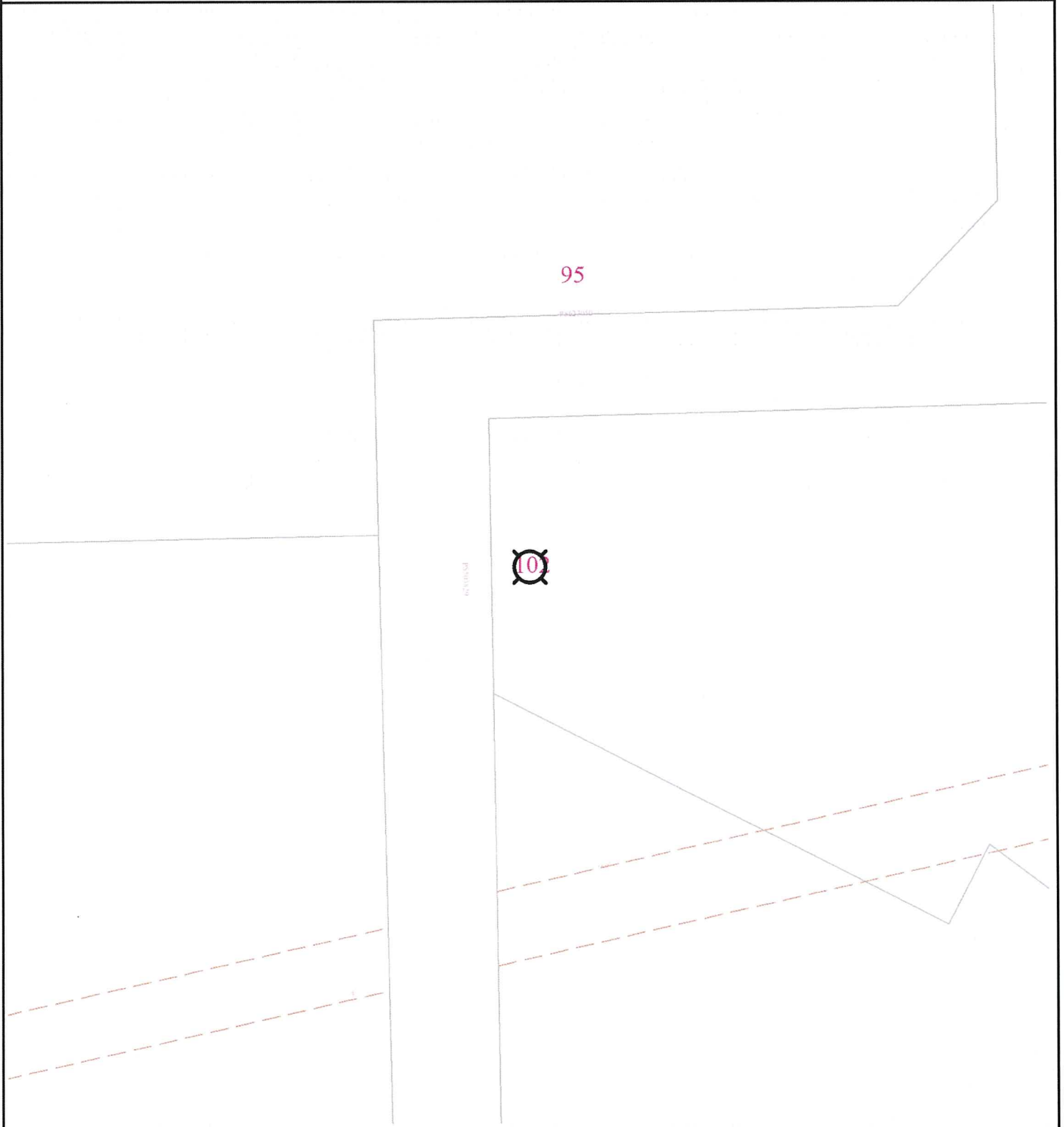


Property: Lot 1 102 BLUMM ROAD BELGRAVE 3160

Case Number: 48389363



Date: 14JANUARY2025



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.

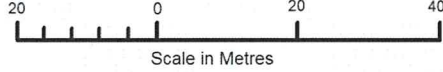
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



ASSET INFORMATION - WATER

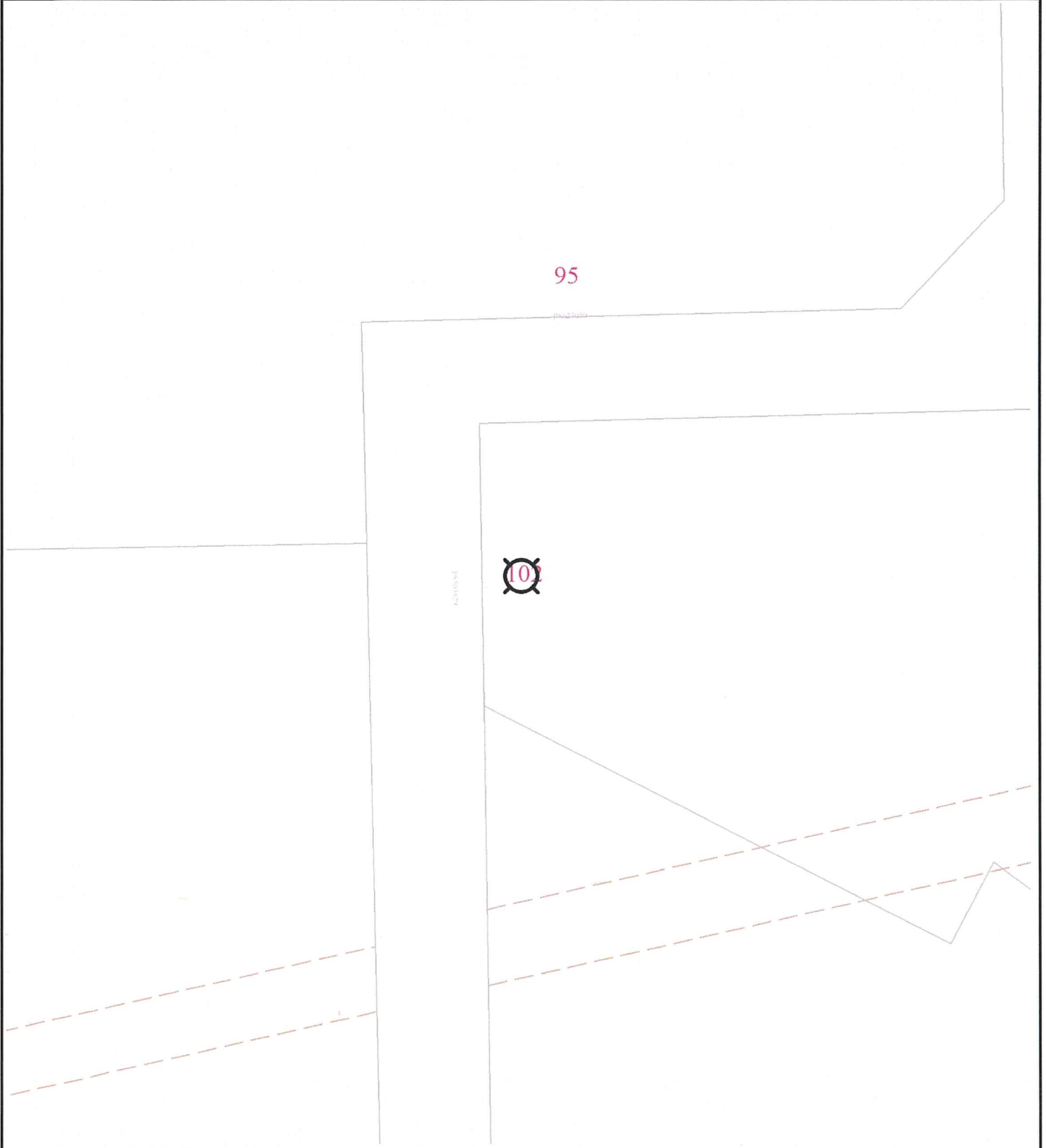


Property: Lot 1 102 BLUMM ROAD BELGRAVE 3160



Case Number: 48389363

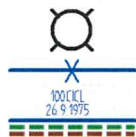
Date: 14JANUARY2025



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
- - - Proposed Title/Road
- - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



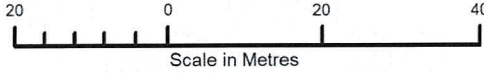
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

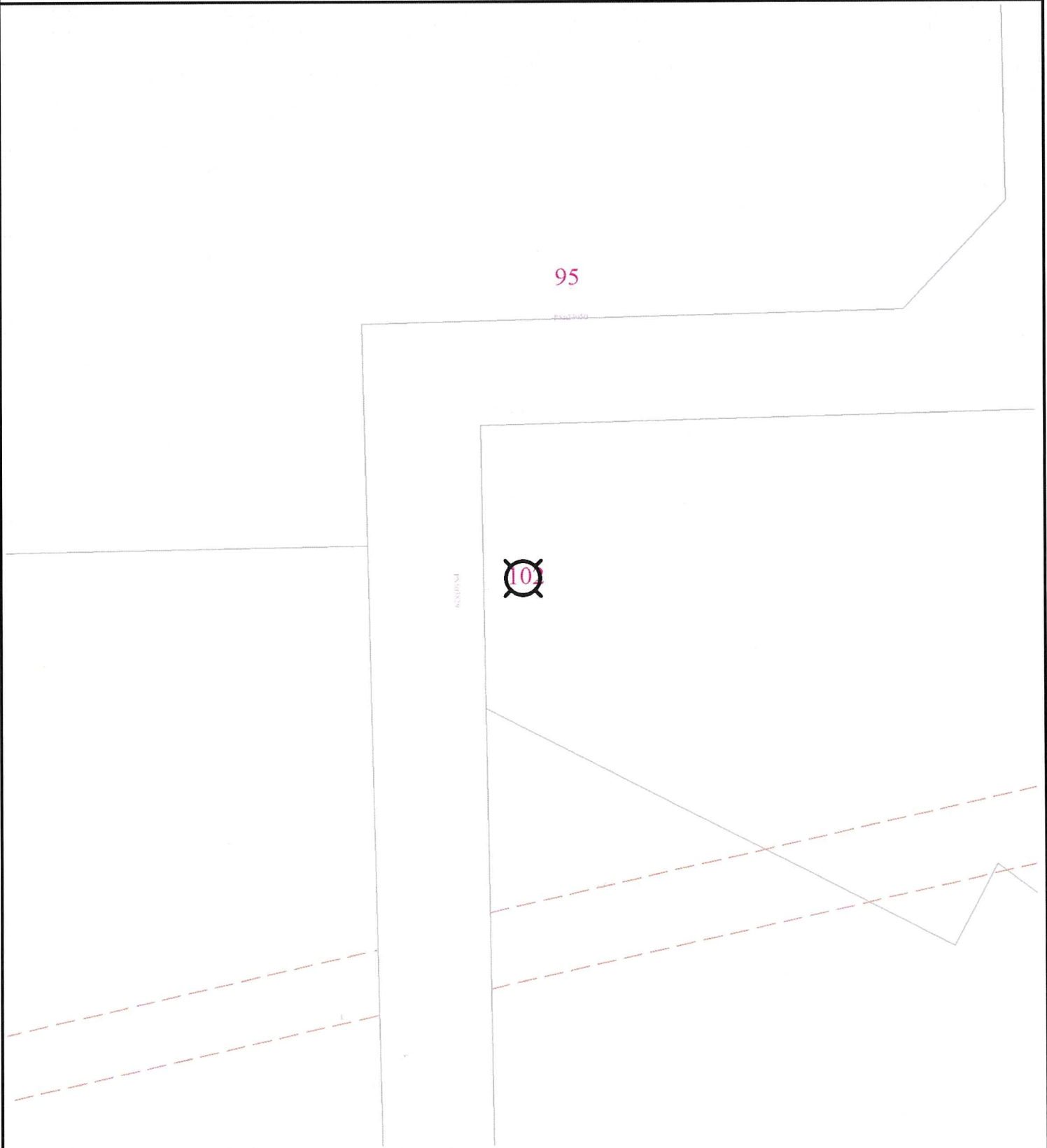
Property: Lot 1 102 BLUMM ROAD BELGRAVE 3160



Case Number: 48389363



Date: 14 JANUARY 2025



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
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services	~ 1.0 Offset from Boundary

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1100727

APPLICANT'S NAME & ADDRESS

ADVANTAGE CONVEYANCING C/- TRICONVEY (RESELLER)
C/- LANDATA
MELBOURNE

VENDOR

KENNEDAY, GRAHAM CLIFFORD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

409778

This certificate is issued for:

LOT 1 PLAN PS503829 ALSO KNOWN AS 102 BLUMM ROAD BELGRAVE SOUTH
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a RURAL CONSERVATION ZONE - SCHEDULE 2
- is within a BUSHFIRE MANAGEMENT OVERLAY
 - and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
 - and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

14 January 2025

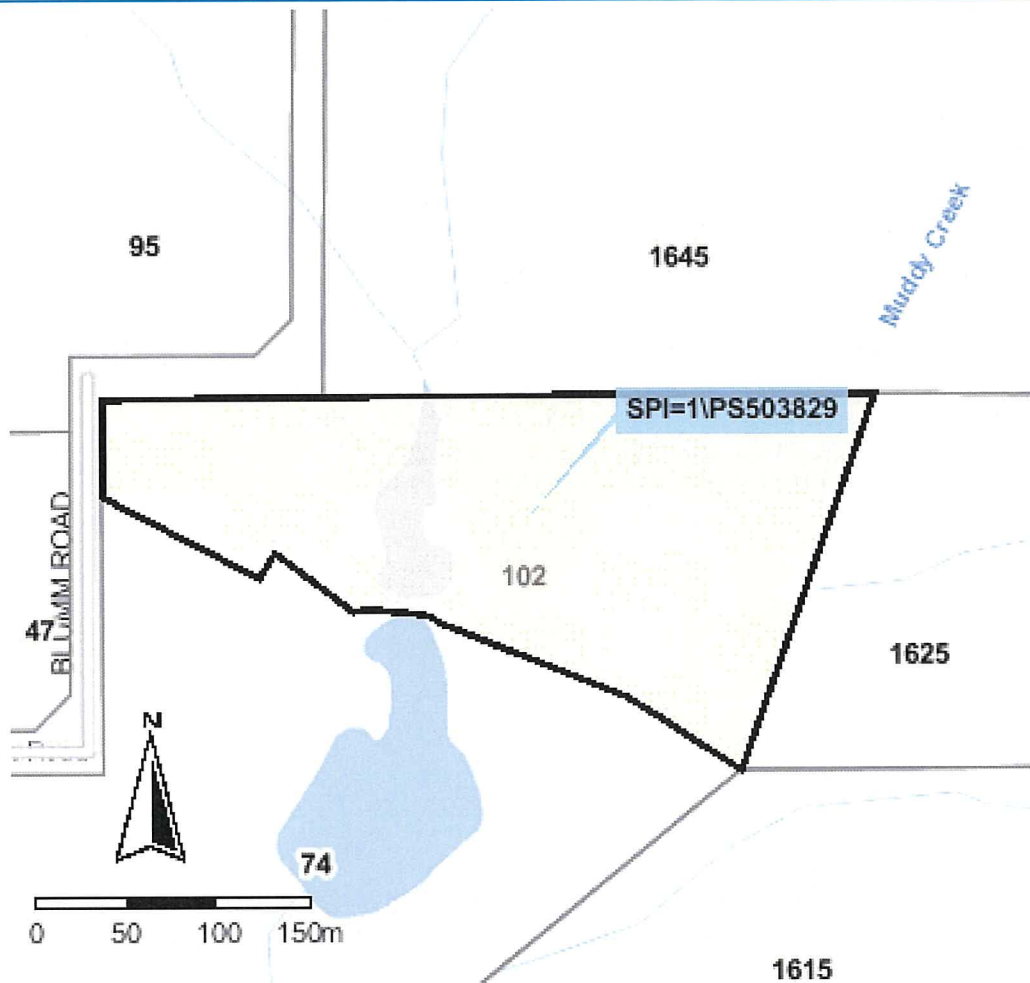
Sonya Kilkenny
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

Property Clearance Certificate

Land Tax



INFOTRACK / ADVANTAGE CONVEYANCING

Your Reference: 6287
Certificate No: 81496058
Issue Date: 14 JAN 2025
Enquiries: ESYSPROD

Land Address: 102 BLUMM ROAD BELGRAVE SOUTH VIC 3160

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29911741	1	503829	10679	985	\$0.00

Vendor: MAUREEN WICKHAM-KENNEDAY & GRAHAM KENNEDAY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GRAHAM CLIFFORD KENNEDAY	2025	\$1,100,000	\$0.00	\$0.00	\$0.00

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

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

Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,400,000
SITE VALUE:	\$1,100,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 81496058

Power to issue Certificate

1. 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

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$5,550.00

Taxable Value = \$1,100,000

Calculated as \$4,650 plus (\$1,100,000 - \$1,000,000) multiplied by 0.900 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 81496058

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: 81496058

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ADVANTAGE CONVEYANCING

Your Reference: 6287
Certificate No: 81496058
Issue Date: 14 JAN 2025
Enquires: ESYSPROD

Land Address: 102 BLUMM ROAD BELGRAVE SOUTH VIC 3160

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29911741	1	503829	10679	985	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	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:	\$1,400,000
SITE VALUE:	\$1,100,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81496058

Power to issue Certificate

1. 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

2. 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)

3. 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



INFOTRACK / ADVANTAGE CONVEYANCING

Your Reference: 6287
Certificate No: 81496058
Issue Date: 14 JAN 2025

Land Address: 102 BLUMM ROAD BELGRAVE SOUTH VIC 3160

Lot	Plan	Volume	Folio
1	503829	10679	985

Vendor: MAUREEN WICKHAM-KENNEDAY & GRAHAM KENNEDAY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 81496058

Power to issue Certificate

1. 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

2. 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

7. 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.
10. 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



Billers Code: 416073
Ref: 81496051

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: 81496051

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Advantage Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 409778

NO PROPOSALS. As at the 16th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

102 BLUMM ROAD, BELGRAVE SOUTH 3160
SHIRE OF YARRA RANGES

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

Date of issue: 16th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75536233 - 75536233124408 '409778'

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 14 January 2025 12:20 PM

PROPERTY DETAILS

Address: **102 BLUMM ROAD BELGRAVE SOUTH 3160**
Lot and Plan Number: **Lot 1 PS503829**
Standard Parcel Identifier (SPI): **1\PS503829**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **222531**
Directory Reference: **Melway 126 A7**

www.yarraranges.vic.gov.au

SITE DIMENSIONS

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



Area: 51584 sq. m (5.16 ha)

Perimeter: 1099 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.

3 overlapping dimension labels are not being displayed

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: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MONBULK**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

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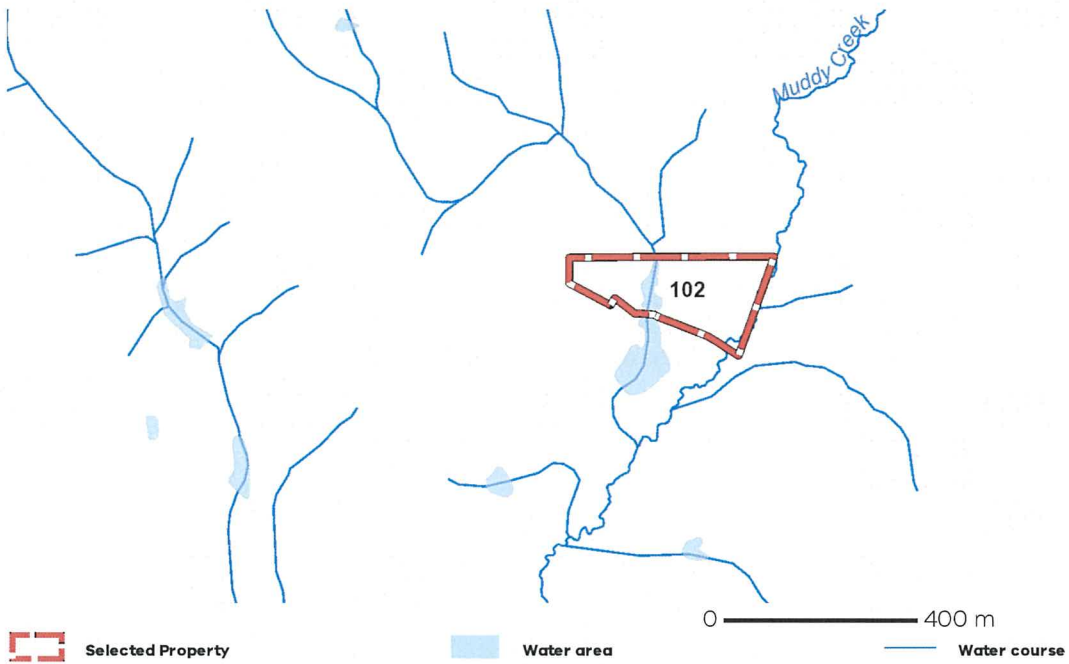
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PROPERTY REPORT: 102 BLUMM ROAD BELGRAVE SOUTH 3160

Page 1 of 2

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 14 January 2025 12:20 PM

PROPERTY DETAILS

Address: **102 BLUMM ROAD BELGRAVE SOUTH 3160**

Lot and Plan Number: **Lot 1 PS503829**

Standard Parcel Identifier (SPI): **1\PS503829**

Local Government Area (Council): **YARRA RANGES** www.yarraranges.vic.gov.au

Council Property Number: **222531**

Planning Scheme: **Yarra Ranges** [Planning Scheme - Yarra Ranges](#)

Directory Reference: **Melway 126 A7**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **MONBULK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is in a designated bushfire prone area.

Planning Zone [RURAL CONSERVATION ZONE \(RCZ\) \(YARRA RANGES\)](#)
[RURAL CONSERVATION ZONE - SCHEDULE 2 \(RCZ2\) \(YARRA RANGES\)](#)

Planning Overlay [BUSHFIRE MANAGEMENT OVERLAY \(BMO\) \(YARRA RANGES\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(YARRA RANGES\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\) \(YARRA RANGES\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\) \(YARRA RANGES\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\) \(YARRA RANGES\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

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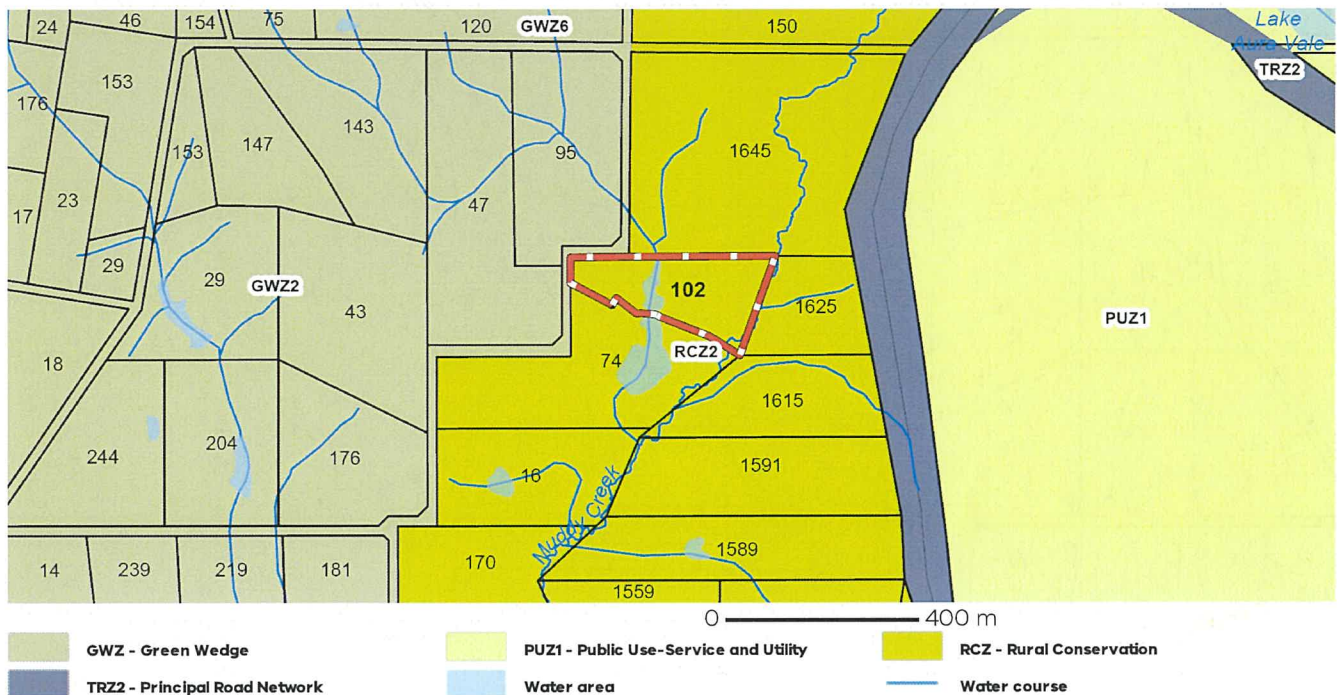
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Planning Zones

RURAL CONSERVATION ZONE (RCZ) (YARRA RANGES)

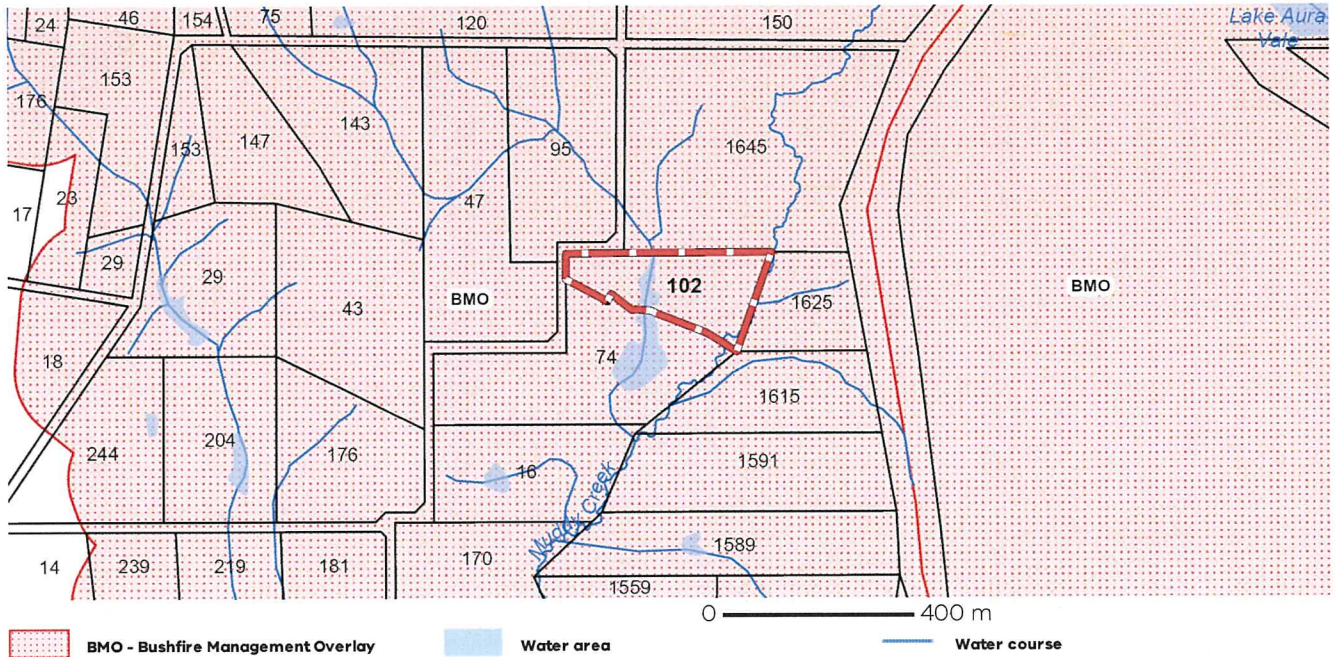
RURAL CONSERVATION ZONE - SCHEDULE 2 (RCZ2) (YARRA RANGES)



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

Planning Overlays

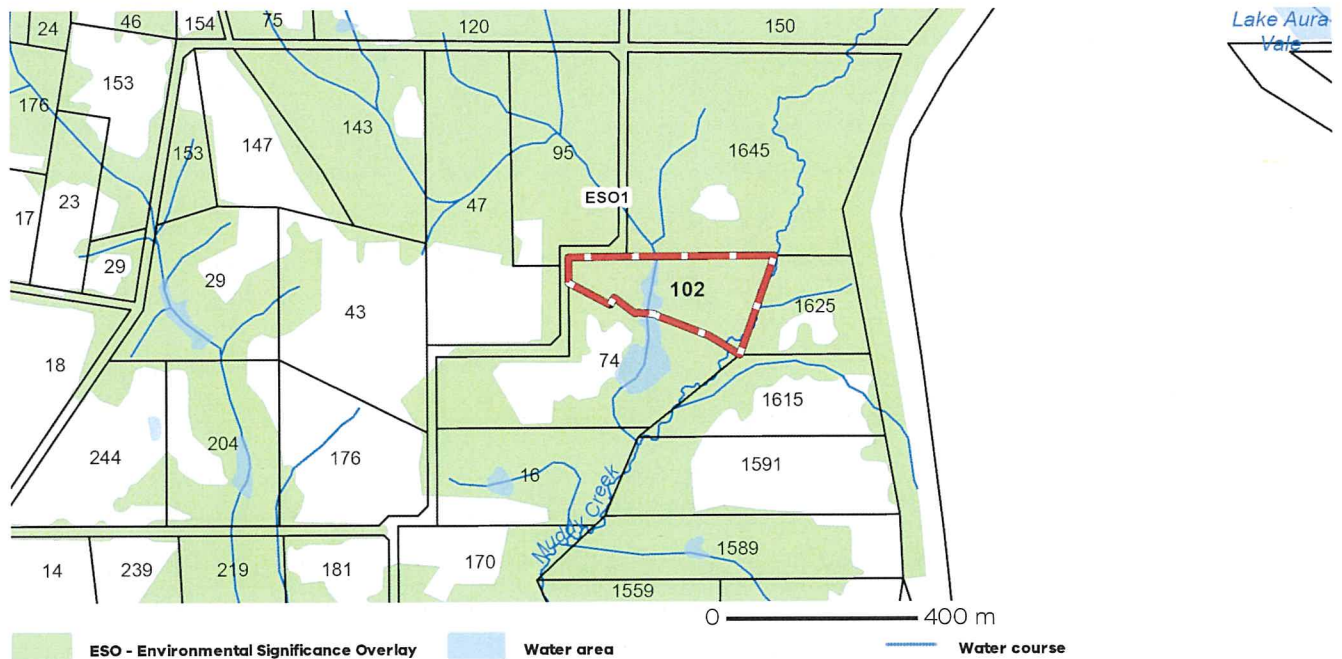
BUSHFIRE MANAGEMENT OVERLAY (BMO) (YARRA RANGES)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (YARRA RANGES)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (YARRA RANGES)

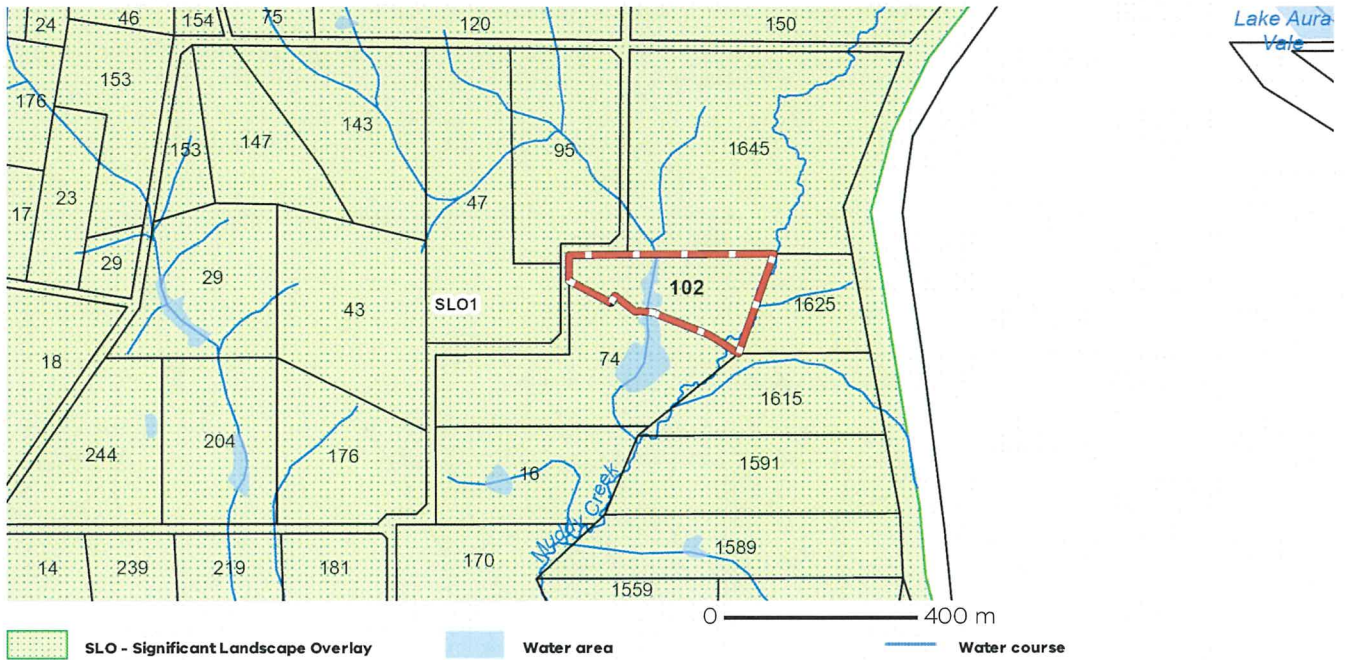


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO) (YARRA RANGES)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1) (YARRA RANGES)



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

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

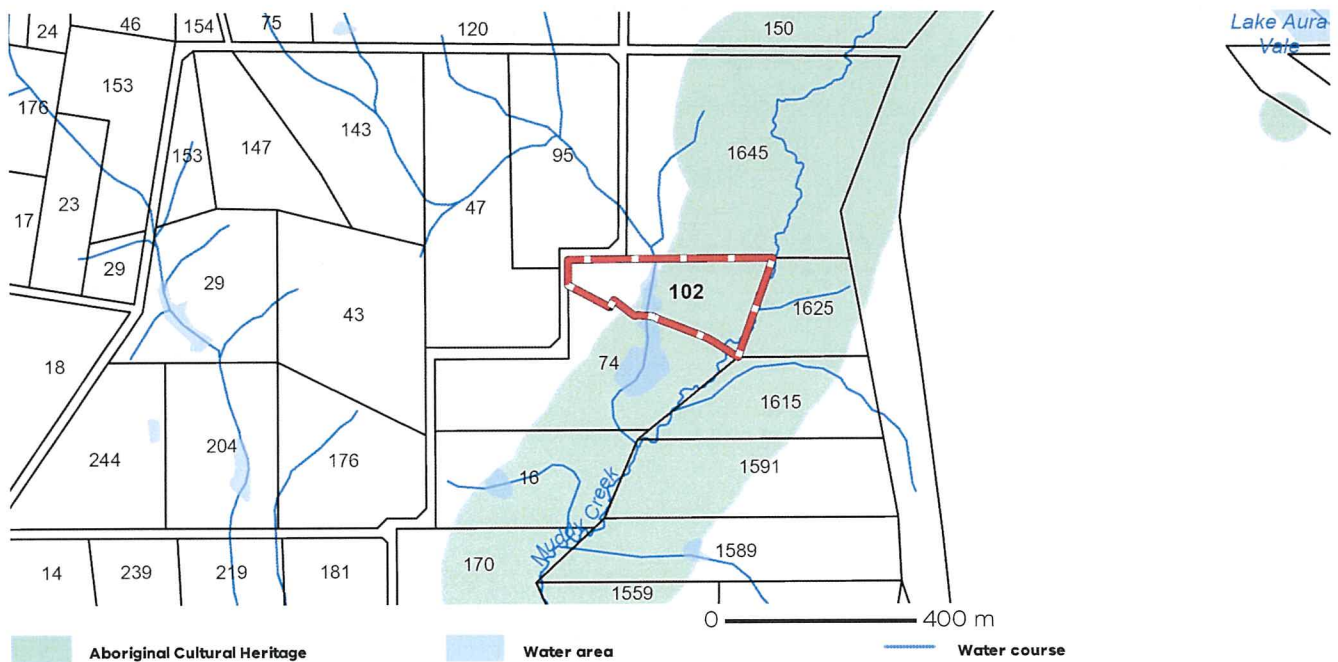
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.nrms.net.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 09 January 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>

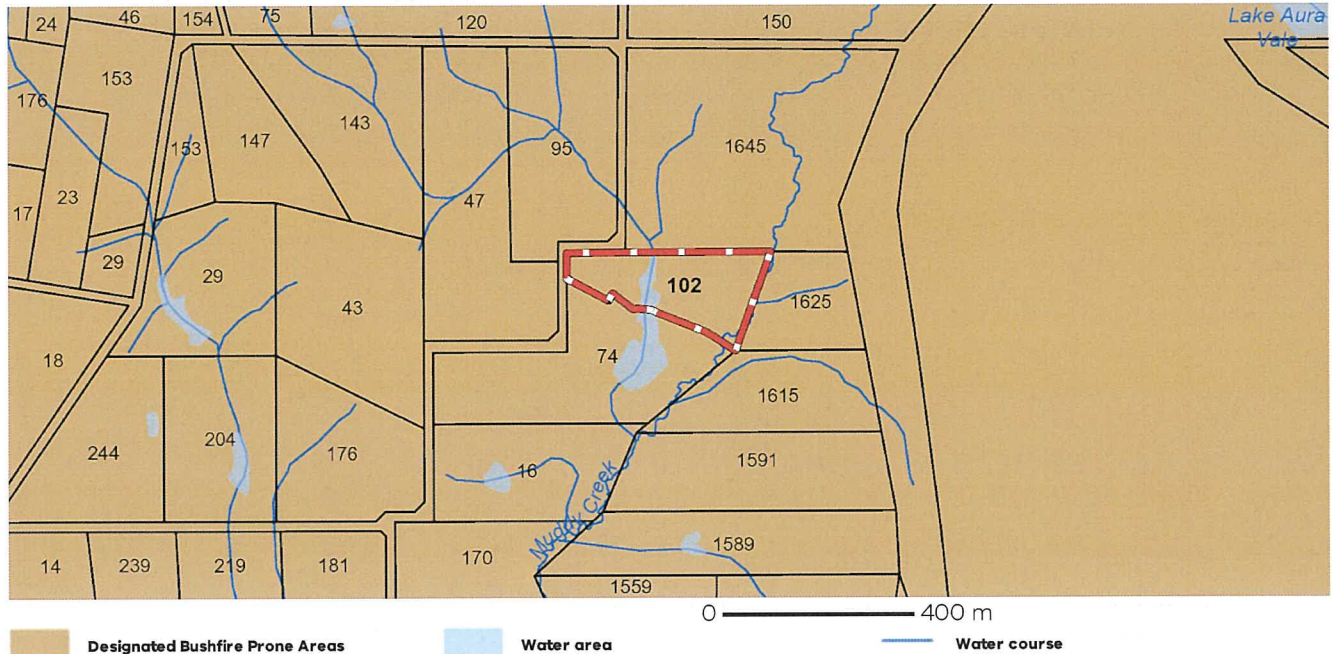
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.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 <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

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