

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

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

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

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF	
Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)	EXCEPTIONS: The 3-day cooling-off period does not apply if:
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.	<ul style="list-style-type: none">• you bought the property at a publicly advertised auction or on the day on which the auction was held; or
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.	<ul style="list-style-type: none">• you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
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.	<ul style="list-style-type: none">• you bought the land within 3 clear business days after a publicly advertised auction was held; or
	<ul style="list-style-type: none">• the property is used primarily for industrial or commercial purposes; or
	<ul style="list-style-type: none">• the property is more than 20 hectares in size and is used primarily for farming; or
	<ul style="list-style-type: none">• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
	<ul style="list-style-type: none">• you are an estate agent or a corporate body.

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

In2Property

Email: ilana@invest2day.com.au

Tel: 03 9938 1212

Mob: 0411604087

Fax:

Ref:

Vendor

IRINA BLYUMENFELD

Vendor's legal practitioner or conveyancer

RET Conveyancing Pty Ltd

262 St Kilda Rd, St Kilda VIC 3182

PO Box 383, Elsternwick VIC 3185

Email: info@retconveyancing.com.au

Tel: 03 9534 3422

Mob:

Fax: 03 9534 3444

Ref: GK:IS

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11686 Folio 101	1	PS732659G

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **8A McKinnon Rd, McKinnon 3204**

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

Blinds, light fittings & fixed floor coverings as inspected.

Payment

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

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

1. **AUCTION**

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation, which modify or replace those rules.

Auctioneer Statements At Public Auctions:

(i) Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2005 and any additional conditions that were made available for inspection before the start of the auction.

- (ii) The auction rules permit the making of bids on behalf of the vendor.
- (iii) The law prohibits the making of vendor bids other than by me as the auctioneer.
- (iv) During the auction I will say "VENDOR BID" when I make bids on the vendor's behalf.
- (v) I will indicate bidders on request.
- (vi) The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
- (vii) The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
- (viii) The law provides for substantial penalties for any person who engages in prohibited conduct.

2. **IDENTITY**

The Purchaser hereby admits the identity of the Property as identical with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend Title or to bear or to contribute to the expense of any amendment of Title.

3. **RESTRICTIONS AND ENCUMBRANCES**

The Property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) listed in Item (1) of the Schedule.

4. **SUBJECT TO CONDITIONS OF PLANNING PERMITS**

The Purchaser accepts the Property subject to any existing planning restrictions affecting the Property pursuant to the provisions of:

- (a) any act, environment planning instrument or deemed environmental planning instrument; or
- (b) any resolution of any council made or hereafter made under the Local Government Act, Planning and Environment Act, Town & Country Planning Act or the Environment Protection Act; and
- (c) in particular any planning permits annexed hereto.

The Purchaser takes title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or re-zoning of the Property or any part(s) thereof or any area within which the Property or any part(s) thereof is or are situated pursuant to any of the provisions in (a) to (c) above.

5. **CONDITION OF PROPERTY**

The Purchaser acknowledges that:

- (a) any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- (b) the Purchaser has purchased the Property as a result of the Purchaser's own inspection and inquiries and accepts it in its present condition and state of repair and subject to all faults and defects both latent or patent at the day of sale and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters (including but not limited to title to the Property, the suitability of the Property for any particular use or the condition of the Property).

6. **ACKNOWLEDGMENTS**

The Purchaser acknowledges that prior to the execution of this or any other contract agreement or document whatsoever in relation to the purchase of the Land the Purchaser received from the Vendor or the Vendor's agent:

- (a) the Vendor's Statement signed by the Vendor in accordance with Section 32 of the Sale of Land Act 1962; and
- (b) a copy of this Contract.
- (c) That he has inspected the rules of conduct of the auction which have been on display.

7. **REASONABLE EXPENSES**

- (a) The Purchaser acknowledges that:
 - (i) if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
 - (ii) the losses and expenses described in paragraph (b) are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 7(a) of this Contract.
- (b) The Purchaser, in addition to the interest chargeable under this Contract shall pay or reimburse the Vendor on demand for:
 - (i) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement; and
 - (ii) legal costs and expenses as between solicitor and client.

8. **STAMP DUTY INDEMNITY**

The Purchaser agrees to indemnify and will keep the Vendor indemnified at all times hereafter against all liabilities, claims, proceedings and penalties whatsoever under the Duties Act 2000 relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the Property.

9. **WARRANTIES EXCLUSION**

It is agreed that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's Agent except such as are made conditions of this Contract.

10. **GUARANTEE OF COMPANY**

If the within-named Purchaser is a company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a company which is so listed), it agrees that it will at its own cost and within seven (7) days from the Day of Sale, procure and deliver to the Vendor or the Vendor's Solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors or such other persons as the Vendor may at its discretion by prior written agreement with the Purchaser agree to and duly stamped.

A breach of this Special Condition by the Purchaser will entitle the Vendor to rescind this Contract as set out in General condition 28.

11. **INTEREST PAYABLE ON DEFAULT**

If the Purchaser defaults in payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 15% per annum computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor. General condition 26. does not apply.

12. **SUBSTITUTION OF NOMINEE**

General Condition 18 shall apply in relation to the right of the Purchaser to nominate a substitute or additional Purchaser.

13. **JURISDICTION**

This Contract shall be construed and take effect in accordance with and with the rights and obligations of the parties hereto shall be governed by the law of the State of Victoria, which is the proper law of this Contract. The Vendor and the Purchaser hereby irrevocably submit to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie therefrom and the Vendor and the Purchaser agree that any writ of summons or other process shall be served in Australia at the party's address for service under this Contract.

14. **RESIDENCY STATUS**

The Purchaser warrants that Purchaser is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to purchase the Property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine, costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.

15. **ENTIRE AGREEMENT**

- (a) The only information, representations and warranties (if any) by the Vendor, the Vendor's agent or the Vendor's solicitor relied upon by the Purchaser are those expressly contained in this Contract.
- (b) This Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations.

16. SWIMMING POOL

If the property contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that:

- i. The purchaser must comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and 2018 ("Regulations"); and
- ii. The purchaser must ensure that there is a safety barrier installed and that such Safety Barrier complies with Regulation 5.13 of the Regulations (or any regulation imposed in the future by any regulatory authority which relates to pool safety barriers); and
- iii. The purchaser must register the pool with the local council immediately upon settlement and obtain any relevant Certificate of Compliance as it falls due; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor against any non-compliance of any regulation by the Vendor from the day of sale.

17. WINDFALL GAINS TAX ("WGT")

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is \$10,000,000.00 or less, then this Special Condition shall apply and in this condition :-

- 17.1 "WGT Act" means The Windfalls Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021; and
- 17.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under the Planning and Environment Act, 1987, occurring on or after 1st of July 2023.

17.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

17.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

17.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

17.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

17.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

18. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately 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 be described by a 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 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. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment network operators do not provide otherwise:

 - (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 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 special 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 vendors subscriber or the electronic lodgment 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 lodgment 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable 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.
-

DATED

2023

IRINA BLYUMENFELD

to

CONTRACT OF SALE OF LAND

Property: 8A McKinnon Rd, McKinnon 3204

RET CONVEYANCING PTY LTD

262 St Kilda Rd
St Kilda Vic 3182

Tel: 95343422
Fax: 03 9534 3444
Ref: IS:IS

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient: _____

Property address: 8A McKinnon Rd

MCKINNON VIC 3204

Lot no.: 1 **Plan of subdivision:** PS732659G

[Cross out whichever is not applicable]

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

From: Vendor/supplier: Irina Blyumenfeld

Dated: 04/03/2024

Signed by or on behalf of the vendor/supplier: *Inna Segal* – authorised to sign on behalf of vendor

IRINA BLYUMENFELD

AND

AND

DEED OF GUARANTEE OF CONTRACT

RET Conveyancing Pty Ltd
262 St Kilda Rd
St Kilda VIC 3182
262 St Kilda Rd
St Kilda VIC 3182
Email: info@retconveyancing.com.au
Ref: IS:IP:SHTERN 8A

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY) IRINA BLYUMENFELD in the) presence of: Signature
..... Signature of witness	
..... Print name of witness	

SIGNED SEALED & DELIVERED BY) in the presence of:) Signature
..... Signature of witness	
..... Print name of witness	

SIGNED SEALED & DELIVERED BY) in the presence of:) Signature
..... Signature of witness	
..... Print name of witness	

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	8A McKinnon Rd, McKinnon 3204
-------------	-------------------------------

Vendor's name	Irina Blyumenfeld	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

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

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”)

Not Applicable.

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 type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input 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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

Page 1 of 2

VOLUME 11686 FOLIO 101

Security no : 124113365219P
Produced 13/03/2024 01:49 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 732659G.
PARENT TITLE Volume 06480 Folio 894
Created by instrument PS732659G 18/06/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IRINA BLYUMENFELD of UNIT 12 138 LINACRE ROAD HAMPTON VIC 3188
PS732659G 18/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL260434U 30/07/2014
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS732659G 18/06/2016

CAVEAT AV623898R 13/05/2022
Caveator
RAZEL BARAS
Grounds of Claim
MORTGAGE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S), FRANKSTON PROJECT PTYLTD ACN: 624165402, VANAR
GROUP PTYLTD ACN: 659049555
Date
13/05/2022
Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
UNLESS AN INSTRUMENT IS EXPRESSED TO BE SUBJECT TO MY/OUR CLAIM
Lodged by
SPIGLER & SCHWARCZ
Notices to
MR SAUL SPIGLER of LEVEL 1 486 GLENHUNTLY ROAD ELSTERNWICK VIC 3185

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AL501571U 20/11/2014

DIAGRAM LOCATION

SEE PS732659G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AX799700P (E) STATUTORY CHARGE	Unregistered	08/03/2024



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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**

Page 2 of 2

AX797351Y (E) SATISFACTION OF WARRANT Registered 08/03/2024

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

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

Street Address: 8A MCKINNON ROAD MCKINNON VIC 3204

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 08/07/2021

DOCUMENT END



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Document Identification	PS732659G
Number of Pages (excluding this cover sheet)	4
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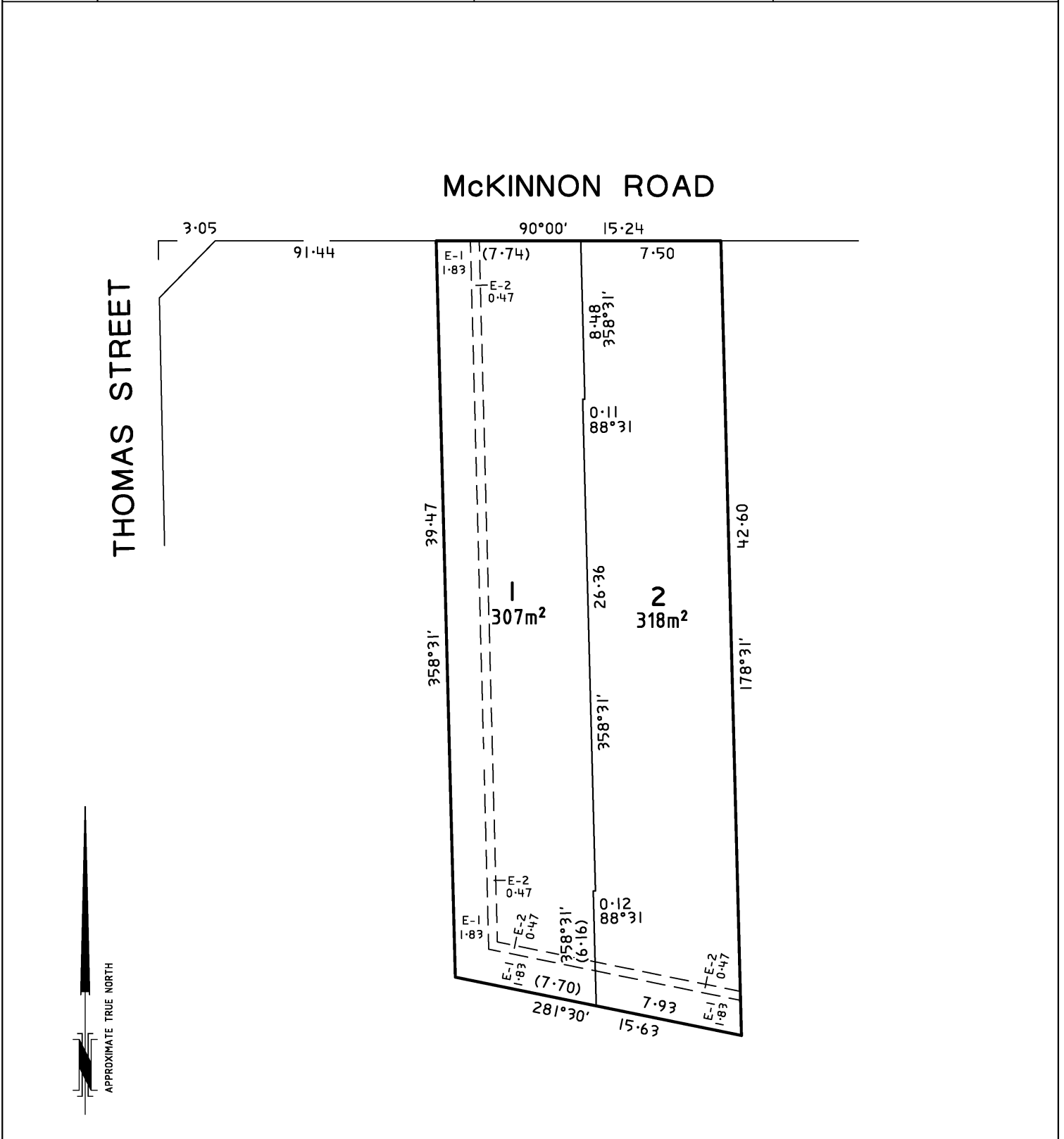
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PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION 1	Plan Number PS 732659 G
Location of Land Parish: MOORABBIN Township: ----- Section: ----- Crown Allotment: ----- Crown Portion: ----- PART OF DENDYS CROWN SPECIAL SURVEY Title Reference: VOL 6480 FOL 894 Last Plan Reference: LOT 8 ON LP 11325 Postal Address: 8 MCKINNON ROAD, MCKINNON 3204. MGA 94 E 326 440 Zone: 55 Co-ordinates N 5 802 360		Council Certificate and Endorsement Council Name: GLEN EIRA Ref. 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. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has/has not been satisfied. (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council delegate signature print name Council seal Date / / This plan is re-certified under section 11(7) of the Subdivision Act 1988 Council delegate signature print name Council seal Date / /		
Vesting of Roads and/ or Reserve				
Identifier	Council / Body / Person			
NIL	NIL			
Notations				
Staging		This is not a staged subdivision. Planning Permit No.		
Depth Limitation		DOES NOT APPLY		
THIS IS A SPEAR PLAN				
Area of Site: 625m ² No. of Lots: 2		Survey This plan is based on survey. This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No.		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LRS use only
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				Statement of Compliance/Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP 11325	LOTS ON LP 11325
E-1 E-2	SEWERAGE	SEE DIA	THIS PLAN	SOUTH EAST WATER CORPORATION
E-1	DRAINAGE	1.83	THIS PLAN	CITY OF GLEN EIRA
				Received <input checked="" type="checkbox"/>
				Date 2/06/2016
				LRS use only
				PLAN REGISTERED
				TIME 10:48 AM
				DATE 18/06/2016
			D.REVELL..... Assistant Registrar of Titles
				Sheet 1 of 3
 Land Consultants Surveying - Engineering - Town Planning		John Chivers & Associates P/L Level 1, 260 Main Street Lilydale Vic. Australia 3140 Phone: (03) 9735 4888 Fax: (03) 9735 1473 Email: jca@jcak.com.au www.jcak.com.au		 Quality Management System ISO 9001 trust-mark.com®
LICENSED SURVEYOR : ANTHONY PETER RALPH Signature ..DIGITALLY SIGNED.. Date / / REF. 13455 VERSION 03 22/10/14 J.D. Original sheet size A3				

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 732659 G
----------------------------	--------------------	-----------------------------------



<p>JCA Land Consultants Surveying - Engineering - Town Planning</p>	<p>John Chivers & Associates P/L Level 1, 260 Main Street Lilydale Vic. Australia 3140 Phone: (03) 9735 4888 Fax: (03) 9735 1473 Email: jca@jca.com.au www.jca.com.au</p>	<p>Quality Management System ISO 9001 trust-mark.com®</p>
--	---	---

ORIGINAL	SCALE	LICENSED SURVEYOR : ANTHONY PETER RALPH	Sheet 2
SCALE	<p>LENGTHS ARE IN METRES</p>	Signature : <u>DIGITALLY SIGNED</u> Date / /	Date / /
1:200	A3	REF. 13455 VERSION 03 22/10/14 J.D.	Council Delegate Signature Original sheet size A3

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 732659 G
----------------------------	--------------------	-----------------------------------

CREATION OF RESTRICTION

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION AS DIRECTED BY PLANNING PERMIT No. GE/PP-27225/2014

LAND TO BENEFIT: LOTS 1 AND 2 ON THIS PLAN OF SUBDIVISION.

LAND TO BE BURDENED: LOTS 1 AND 2 ON THIS PLAN OF SUBDIVISION.

DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS OF LOTS 1 AND 2 ON THIS PLAN OF SUBDIVISION SHALL NOT:

1. CONSTRUCT ANY BUILDINGS OR WORKS OTHER THAN IN ACCORDANCE WITH THE ENDORSED PLANS FORMING PART OF PLANNING PERMIT No. GE/PP-259//2013/A ISSUED BY THE CITY OF GLEN EIRA, OR ANY FURTHER PLANNING APPROVAL ISSUED BY THE RESPONSIBLE AUTHORITY.

THE RESTRICTION SHALL EXPIRE TWO (2) YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT FOR THE DWELLING LOCATED ON LOT 1, AND TWO (2) YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT FOR THE DWELLING LOCATED ON LOT 2.

 <p>JCA Land Consultants Surveying - Engineering - Town Planning</p>	<p>John Chivers & Associates P/L Level 1, 260 Main Street Lilydale Vic. Australia 3140 Phone: (03) 9735 4888 Fax: (03) 9735 1473 Email: jca@jcak.com.au www.jcak.com.au</p>	 <p>Quality Management System ISO 9001 trust-mark.com®</p>
--	---	---

Sheet 3
..... Date / / Council Delegate Signature Original sheet size A3

ORIGINAL	LICENSED SURVEYOR : ANTHONY PETER RALPH Signature Date / / REF. 13455 VERSION 03 22/10/14 J.D.	
SHEET SIZE A3		



Glen Eira City Council

Plan of Subdivision PS732659G
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S057550V
Plan Number: PS732659G
Responsible Authority Name: Glen Eira City Council
Responsible Authority Permit Ref. No.: GE/PP-27225/2014
Responsible Authority Certification Ref. No.: GE/CRT-5990/2014
Surveyor's Plan Version: 03

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Michelle Yu
Organisation: Glen Eira City Council
Date: 26/10/2015



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Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:RTS:A01C:6228515
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: volume 6480 folio 894

Authority: Glen Eira City Council of 420 Glen Eira Road, Caulfield, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

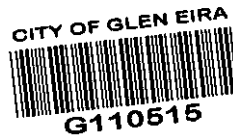
PETER WAITE

Position Held:

DIRECTOR ASSETS & FACILITIES

Date:

13/11/14



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 13 / 11 / 2014

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 8 McKinnon Road, McKinnon

AL501571U



Glen Eira City Council
and

Irina Blyumenfeld

**GLEN EIRA COUNCIL
RECEIVED**

22 OCT 2014

STATUTORY PLANNING
DEPARTMENT

AL501571U

20/11/2014 \$116.50 173



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AL501571U



Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

Name	Glen Eira City Council
Address	420 Glen Eira Road, Caulfield, Victoria
Short name	Council

Name	Irina Blyumenfeld
Address	1A/5 Short Street, Hampton, Victoria
Short name	Owner

Background

- A. The Owner is the registered proprietor of the Subject Land.
- B. The Subject Land is affected by the Easement.
- C. The Owner has sought permission from Council to develop the Subject Land in a manner which is inconsistent with Council's rights under the Easement, in that the Owner intends to construct the Building within the Easement.
- D. The Owner also intends to construct the Building Wall within 1 metre of the Council drain located within the Easement.
- E. Council consents to the construction of the Building within the Easement and the construction of the Building Wall subject to the Owner entering into this Agreement, which sets out the conditions subject to which the Subject Land may be developed.
- F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

AL501571U

20/11/2014 \$116.50 173



The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Action includes any action, claim, demand, proceeding, damages, loss, liability, expense and cost (including legal expense).

Agreement means this Agreement and includes this Agreement as amended from time to time.

Building means the carport that the Owner proposes to construct within the Easement and includes the contents of the Building.

Building Wall means that part of the western façade of the dwelling on the Subject Land to be located within 1 metre of the Council drain located within the Easement.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@gleneira.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Damages or Loss means damages or loss of any kind however caused including, but not limited to, the negligence of a Protected Party, sustained, incurred or suffered by the Owner in connection with this Agreement, including, death or personal injury.

Easement means the 1.83 metre wide drainage and sewerage easement adjacent to the western boundary of the Subject Land and coloured blue on the certificate of title to the Subject Land.

GST means the Goods and Services Tax payable in accordance with *A New Tax System (Goods and Services Tax) Act 1999*.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

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Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Property means any real, personal, tangible or intangible property.

Protected Party or Parties means Council, the Council's officers, employees, agents and contractors or any related service authority.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (c) \$102 if paid within 12 months from the date that this Agreement commences; or
- (d) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Subject Land means the land situated at 8 McKinnon Road, McKinnon being the land referred to in certificate of title volume 6480 folio 894 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Work includes to inspect, construct, repair, clean, remove, renew, alter, maintain, erect, lay or reinstate.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;

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- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purpose of Agreement

The Parties acknowledge and agree that the purpose of this Agreement is to give effect to the conditions, subject to which the Subject Land may be developed consistent with Council's rights under the Easement.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the construction of the Building within the Easement without this Agreement to secure the conditions subject to which the Subject Land can be developed; and
- 4.2 the Owner has elected to enter into this Agreement:
 - 4.2.1 to agree to perform the Owner's obligations which are the conditions subject to which the Subject Land may be developed; and
 - 4.2.2 in order to obtain Council's permission to construct the Building within the Easement.

5. Agreement required

The Parties agree that this Agreement will continue to be required for as long as the Building remains constructed within the Easement.

6. Owner's specific obligations

6.1 No claim against Council

The Owner must not pursue any Action against the Protected Parties for either Damages or Loss, or any damage or injury caused to the Building or any other Property due to:

- 6.1.1 the Building or Building Wall settling or subsiding;
- 6.1.2 leaking, flooding, bursting, breaking or subsiding of drains or pipes within the Easement; or
- 6.1.3 any Council works associated with the Easement.

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6.2 Indemnity

The Owner must, on demand, indemnify and hold harmless any Protected Party against any Action sustained, incurred or suffered by any Protected Party (including where an Action is made, owed, paid or brought by any third party) due to:

- 6.2.1 the Owner's breach of this Agreement, including, but not limited to, clause 6.1; and
- 6.2.2 death or personal injury and any damage or injury caused to the Building, Building Wall, or any other Property due to:
 - (a) the Building or Building Wall settling or subsiding;
 - (b) leaking, flooding, bursting, breaking or subsiding of drains or pipes within the Easement; or
 - (c) any Work associated with the Easement.

6.3 Right of entry

The Owner, on receiving written notice, must allow Council, its agents, employees, contractors or relevant service authorities to enter the Subject Land for the purpose of carrying out any Work.

6.4 Payment of Council's costs for any Work

- 6.4.1 The Owner must at all times ensure that any drain or pipe within the Easement is not affected by the construction of the Building, the Building Wall, or any other works undertaken within or in the immediate vicinity of the Easement.
- 6.4.2 The Owner must pay to Council, that part of the cost and expense of any Work required to be carried out due to:
 - (a) direct or indirect damage or injury caused by the Building or the Building Wall or the construction of the Building or Building Wall, including, but not limited to, damage to any drain, pipe, Council or service authority asset, interruption of services, repair of blockages; or
 - (b) the increased difficulty or expense of carrying out any Work due to the:
 - (i) Building being within the Easement; or
 - (ii) the Building Wall being within 1 metre of the drain within the Easement.
- 6.4.3 The Owner agrees that:
 - (a) any amount required to be paid by the Owner under clause 6.4 including GST, must be paid within 30 days of receiving a written notice from Council requiring payment;
 - (b) the costs and expenses referred to in clause 6.4.2 will be certified by an authorised member of Council's staff; and
 - (c) the certified amount will be final and binding upon the Parties.

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6.5 Compliance with Council's directions

6.5.1 When required to do so by Council or any other service authority having rights in respect of the Easement, the Owner must remove the Building, or any other structure within the Easement:

- (a) at the Owner's full cost; and
- (b) to the satisfaction of Council.

6.5.2 If the Owner wishes the Building to be reinstated after being removed, this must be at the Owner's expense, once Council or the service authority has completed any work within the Easement.

6.6 Specific design requirements

The Owner agrees that:

6.6.1 the Building must be:

- (a) fully demountable and independent of the Dwelling on the Subject Land; and
- (b) open at both its northern (front) and southern (rear) ends;

6.6.2 all Building piers or footings must:

- (a) maintain a minimum 600mm lateral clearance to any drain in the Easement; and
- (b) if within or adjacent to the Easement, extend at least 600mm below the invert level of any drain or pipe within the Easement.

6.7 Approvals

The Owner agrees that the Owner must before installing any pier or footing within or adjacent to the Easement:

6.7.1 contact Council at least 48 hours prior to the proposed installation to arrange an inspection; and

6.7.2 obtain Council's consent following the inspection to install the pier or footing in the proposed location.

6.8 Asset Protection Permit

Before any construction of the Building or Building Wall starts, or before the carrying out of any associated works on the Subject Land, the Owner must obtain an Asset Protection Permit from Council.

6.9 No changes

Except with the prior written consent of Council, the Owner must not alter the Building or Building Wall, excluding the Building contents.

6.10 Surveyor's Report

Before an Occupancy Permit for the Dwelling on the Subject Land is issued, the Owner must:

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- 6.10.1 provide to Council a report from the relevant building surveyor indicating that the Building and the Building Wall are in accordance with the Endorsed Plan and any conditions of Council's approval of the Building over the Easement or the construction of the Building Wall; and
- 6.10.2 receive Council's approval of the report.

7. Owner's further obligations

7.1 Non derogation

The Owner agrees that nothing in this Agreement will affect or derogate from:

- 7.1.1 any rights of Council or the rights of any person or body in respect of the Easement; or
- 7.1.2 a requirement imposed by or under any legislation concerning easements.

7.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.3 Further actions

The Owner:

- 7.3.1 must do all things necessary to give effect to this Agreement;
- 7.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.3.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.4 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.5.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.5.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.5.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and



Maddocks

7.5.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.6 Time for determining satisfaction

If Council makes a request for payment of:

- 7.6.1 a fee under clause 7.4; or
- 7.6.2 any costs or expenses under clause 7.5.3,

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the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.7 Interest for overdue money

- 7.7.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.7.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Commencement of construction

- 8.1 Council's consent to the construction of the Building within the Easement is withdrawn if construction of the Building is not commenced within XXX from the commencement of this Agreement or any extension of that time which Council may agree in writing.
- 8.2 Notwithstanding the withdrawal of consent under clause 8.1, if the Building is constructed within the Easement, the Owner must still comply with all of the Owner's obligations.

9. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

10. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

11. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 11.1 give effect to this Agreement; and

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11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

12. GST

12.1 GST Act

In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Exclusive of GST

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. General matters

13.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 13.1.1 personally on the other Party;
- 13.1.2 by leaving it at the other Party's Current Address;
- 13.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 13.1.4 by email to the other Party's Current Email.

13.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

13.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

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13.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

13.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

13.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

14. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

AL501571U



Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, sealed and delivered by and on behalf, and with the authority, of the **Glen Eira City Council** by Peter Waite, Director Assets and Facilities in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

)
)
)
)
)
.....
)
)
)

.....
Witness

.....
Name of witness (please print)

LESLEY VIGO

Signed sealed and delivered by Irina Blyumenfeld in the presence of:

)
)
)
.....

.....
Witness

ALEX LIPENGOLD

Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee under instrument of mortgage no. AL260434U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

..... Executed by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 by being SIGNED by its Attorney

PETER KALKOZIKAS

Under the Power of Attorney Dated 28/04/2005 a certified copy of which is filed in the permanent order Book Number 277 at Page 19 Item 6 in the presence of:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 by its Attorney

Who holds office as employee of the ANZ for the time being of Australia and New Zealand Banking Group Ltd in Victoria



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 04/03/2024 11:09:34 AM

Status	Registered	Dealing Number	AV623898R
Date and Time Lodged	13/05/2022 12:16:01 PM		

Lodger Details

Lodger Code	20815M
Name	SPIGLER & SCHWARCZ
Address	
Lodger Box	
Phone	
Email	
Reference	112/2022 JR

CAVEAT

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11686/101
11686/102

Caveator

Given Name(s)	RAZEL
Family Name	BARAS

Grounds of claim

Mortgage with the following Parties and Date.

Parties

The Registered Proprietor(s)

Name	FRANKSTON PROJECT PTYLTD
ACN	624165402

Name	VANAR GROUP PTYLTD
ACN	659049555

Date

13/05/2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Estate or Interest claimed

Interest as Mortgagee

Prohibition

Unless an instrument is expressed to be subject to my/our claim

Name and Address for Service of Notice

Mr Saul Spigler

Address

Floor Type	LEVEL
Floor Number	1
Street Number	486
Street Name	GLENHUNTLY
Street Type	ROAD
Locality	ELSTERNWICK
State	VIC
Postcode	3185

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	RAZEL BARAS
Signer Name	PETER SCHWARCZ
Signer Organisation	SPIGLER & SCHWARCZ
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 MAY 2022

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 133632
Certificate Issue Date: 04-Mar-2024
Certificate Expiry Date: 02-Jun-2024

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

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

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

Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Reference: 72037117-018-7:77953

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

The specified due dates for instalments are: 30/09/2023, 30/11/2023, 29/02/2024, 31/05/2024.

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

This certificate is for the rating period 01/07/2023 to 30/06/2024.

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

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

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

Received the sum of \$28.90 being the fee for this certificate.

TOTAL OUTSTANDING FOR 8A McKinnon Road MCKINNON VIC 3204
\$2,740.45

Delegated Officer



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 133632
Certificate Issue Date: 04-Mar-2024
Certificate Expiry Date: 02-Jun-2024

Property Location 8A McKinnon Road MCKINNON VIC 3204

Parcel Details: Lot 1 PS 732659G

Titles: Volume: 11686 Folio: 101

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

Site Value	600,000
Capital Improved Value	1,600,000
Net Annual Value	80,000
The level of Value Date is: 01/01/2023	Effective Date of Valuation: 01-Jul-2023

Rating Information:

Assessment Number: 79301/8

	General Rates	Fire Services Property Levy	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$0.00
Arrears Interest	0.00	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	0.00	\$0.00
Current Rates Levied 2023/2024	2,177.35	198.60	318.00	\$2,693.95
Current Interest	37.85	3.25	5.40	\$46.50
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$0.00
Payments	0.00	0.00	0.00	\$0.00
Balance Outstanding	2,215.20	201.85	323.40	\$2,740.45

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

Summary of Charges Outstanding:

General Rates, Charges & FSPL	\$2,740.45
Separate Rates	\$0.00
Other Charges	\$0.00
Total Outstanding	\$2,740.45

Bpay payment details:

Bill Code: 73106

Reference Number: 9334079301811

Amounts shown on this certificate may change after the Issue date. Please call Council for an update prior to Settlement.

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

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

Other Information:

Land Information Certificate Ordering now available online:



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 133632
Certificate Issue Date: 04-Mar-2024
Certificate Expiry Date: 02-Jun-2024

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

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

RET Conveyancing
E-mail: info@retconveyancing.com.au

Statement for property:
LOT 8 8 MCKINNON ROAD
MCKINNON 3204
8 LP 11325

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
26R//06975/159	LANDATA CER 72037117-028-6	13 MARCH 2024	46181570

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	01/01/2024 to 31/03/2024	\$21.21
Melbourne Water Corporation Total Service Charges	01/01/2024 to 31/03/2024	\$59.08

(b) By South East Water

Water Service Charge	01/01/2024 to 31/03/2024	\$21.48
Sewerage Service Charge	01/01/2024 to 31/03/2024	\$94.37
Subtotal Service Charges		<u>\$196.14</u>
Arrears		\$2,655.16
TOTAL UNPAID BALANCE		\$2,851.30

- 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, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

Consent has previously been given PS 224107 - Garage (Brick/ Concrete), Residence for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

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

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

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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

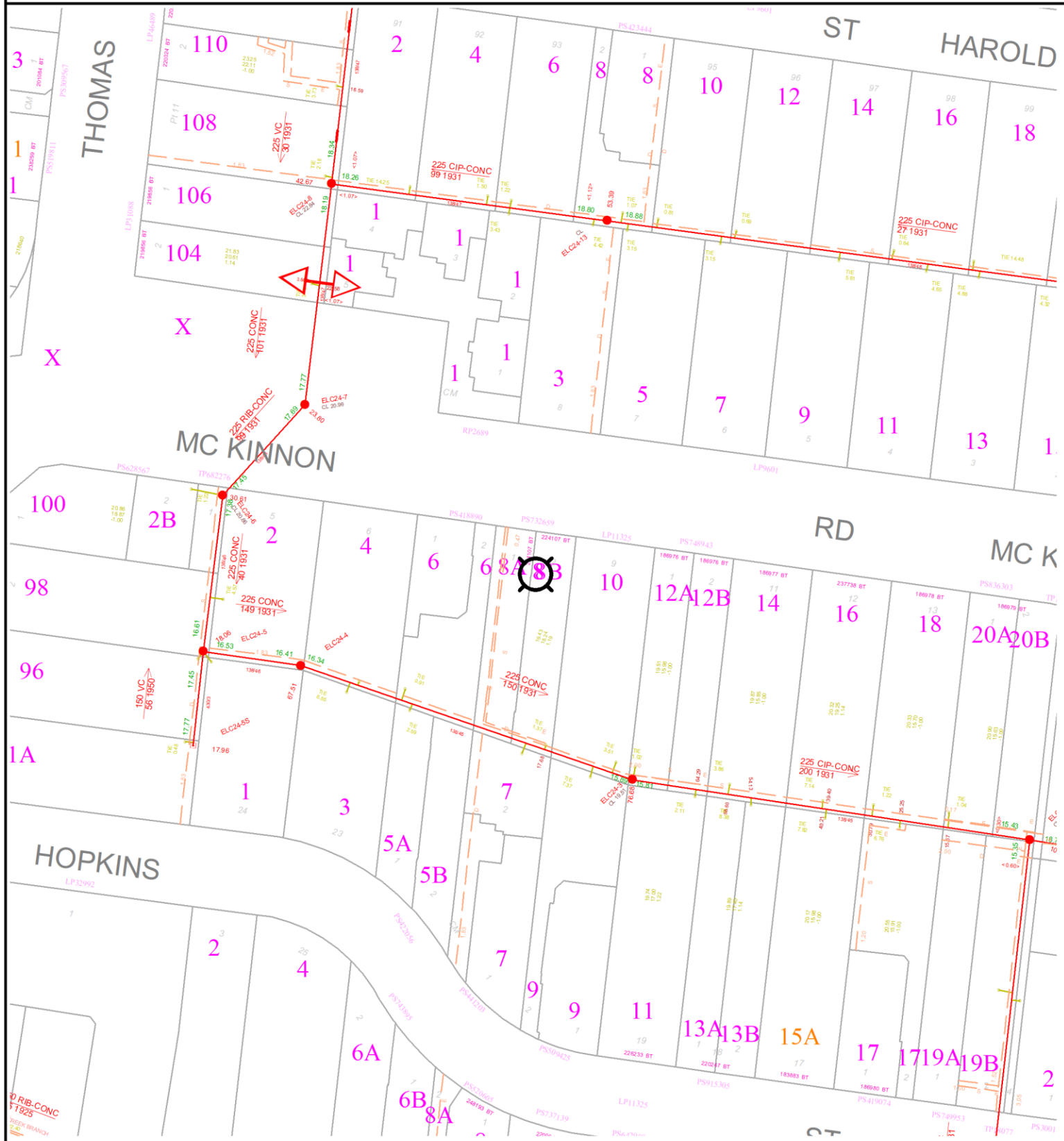
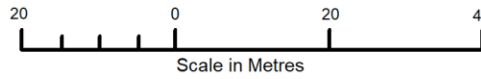
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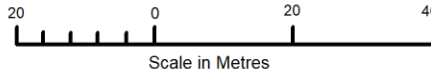
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	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural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

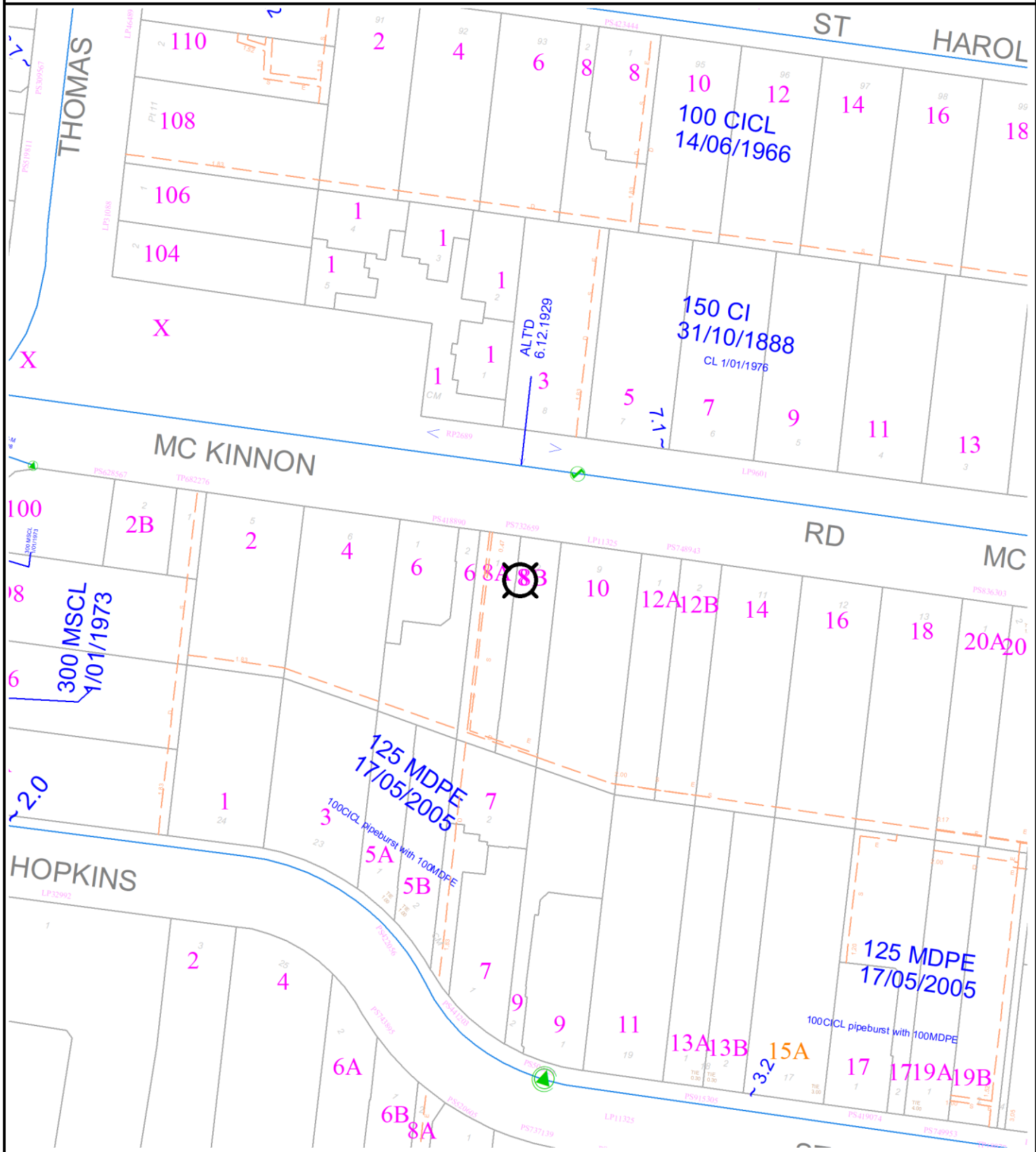


Property: Lot 8 8 MCKINNON ROAD MCKINNON 3204

Case Number: 46181570

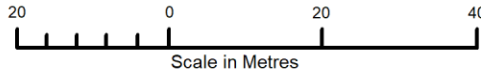


Date: 13MARCH2024



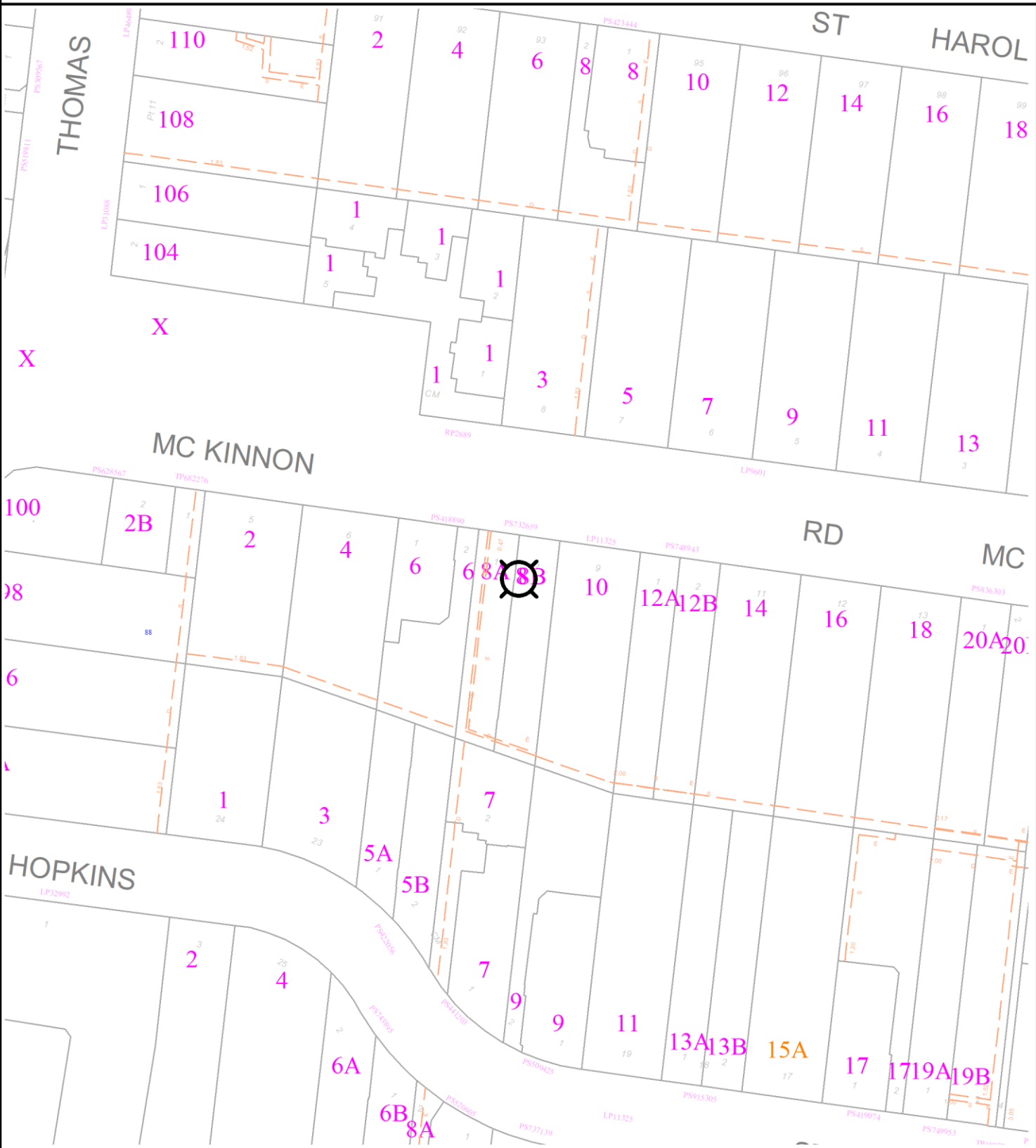
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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 46181570

Date: 13MARCH2024



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

31 MARCH 2014

THE TOWN HALL CONSULTING GROUP
L1, 433-435 SOUTH ROAD
BENTLEIGH VIC 3204

Dear Sir/Madam,

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: Lot 8 8 MCKINNON ROAD MCKINNON 3204

Development Type: Residential

Structure Type: Garage (Brick / Concrete), Residence

Your reference:

Our Reference: 22131626

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. The validity of this permit is based on the attached South East Water approved plan/s.

For any future subdivision of this property, the minimum size easements required over our sewers (< 300mm diameter) in private property are as follows:

- Residential - Minimum 2.0m easement (min 0.6m clearance from outside of pipe to easement boundary)
- Commercial / Industrial - Minimum 3.0m easement (min 1.0m clearance from outside of pipe to easement boundary)

Please refer to South East Water's Land Development Policy Manual (Land Tenure Guidelines) for further information on correctly sizing easements over our assets.

To obtain a copy of our Land Development Policy Manual or to determine the location of our assets, please refer to South East Water's web site www.southeastwater.com.au (search for Land Development Policy or Asset Web Map under the 'Property' Section).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely



Steve Paterson
MANAGER LAND DEVELOPMENT

The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water's assets including property connection points requires separate consent.

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS Lot 8 8 MCKINNON ROAD MCKINNON 3204

APPROVAL DATE 31 March 2014

Our Reference: 22131626

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved plan showing residence, garage and South East Waters endorsement.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land

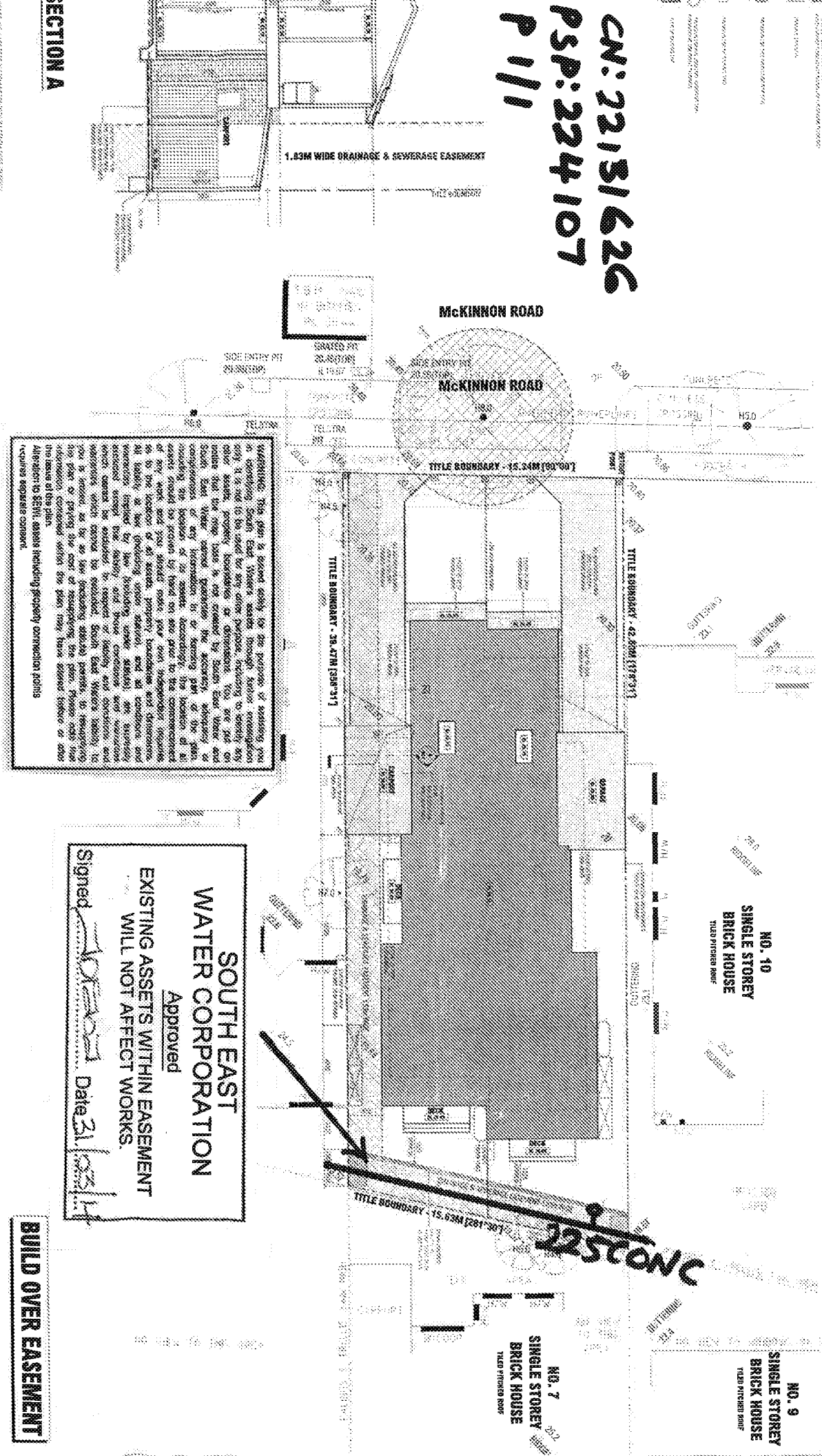
It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.

CN: 22181626
 PSP: 224107
 P 1/1

SECTION A



WARNING: This plan is subject solely for the purposes of assisting you in obtaining South East Water's access through South Water's easement. It is not to be used for any other purpose, including to verify any other assets, property boundaries or dimensions. You are not to assume that the map here is not created by South East Water and South East Water cannot guarantee the accuracy, reliability or completeness of any information or drawings part of the plan, including the location of its assets. Accordingly, the location of all assets should be verified by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability in law (including under statute) and all conditions and warranties implied by law (including water assets) are excluded and accepted except the liability and those conditions and warranties which cannot be excluded by statute. South East Water's liability for any loss or damage (including consequential loss) is limited to the cost of repairing the asset. Please note that your indemnities, considered within the plan, may have ceased before or after the issue of this plan.

Alterations to SEWH assets including property connection points require separate consent.

SOUTH EAST WATER CORPORATION
 Approved
 EXISTING ASSETS WITHIN EASEMENT WILL NOT AFFECT WORKS.
 Signed: [Signature] Date: 31/05/14

BUILD OVER EASEMENT

REV	DATE	DESCRIPTION	BY
1	2013/01/21	ISSUE FOR PERMIT	[Signature]
2	2013/01/21	ISSUE FOR PERMIT	[Signature]
3	2013/01/21	ISSUE FOR PERMIT	[Signature]
4	2013/01/21	ISSUE FOR PERMIT	[Signature]
5	2013/01/21	ISSUE FOR PERMIT	[Signature]
6	2013/01/21	ISSUE FOR PERMIT	[Signature]
7	2013/01/21	ISSUE FOR PERMIT	[Signature]
8	2013/01/21	ISSUE FOR PERMIT	[Signature]
9	2013/01/21	ISSUE FOR PERMIT	[Signature]
10	2013/01/21	ISSUE FOR PERMIT	[Signature]



PROPOSED RESIDENTIAL DEVELOPMENT @ 8 MCKINNON RD, MCKINNON

18D

TSA BLUEPRINTS
 THE DESIGN AND GROUP

180 A03

RET Conveyancing
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 8A MCKINNON ROAD
MCKINNON 3204
1 PS 732659

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
26R//06975/00516	LANDATA CER 72037117-028-6	04 MARCH 2024	46110167

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

(b) By South East Water

Usage Charges*	Billed until 15/1/2024	\$1,733.80
TOTAL UNPAID BALANCE		\$1,733.80

- The meter at the property was last read on 15/01/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.10 per day**

- 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.

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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.

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

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

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.

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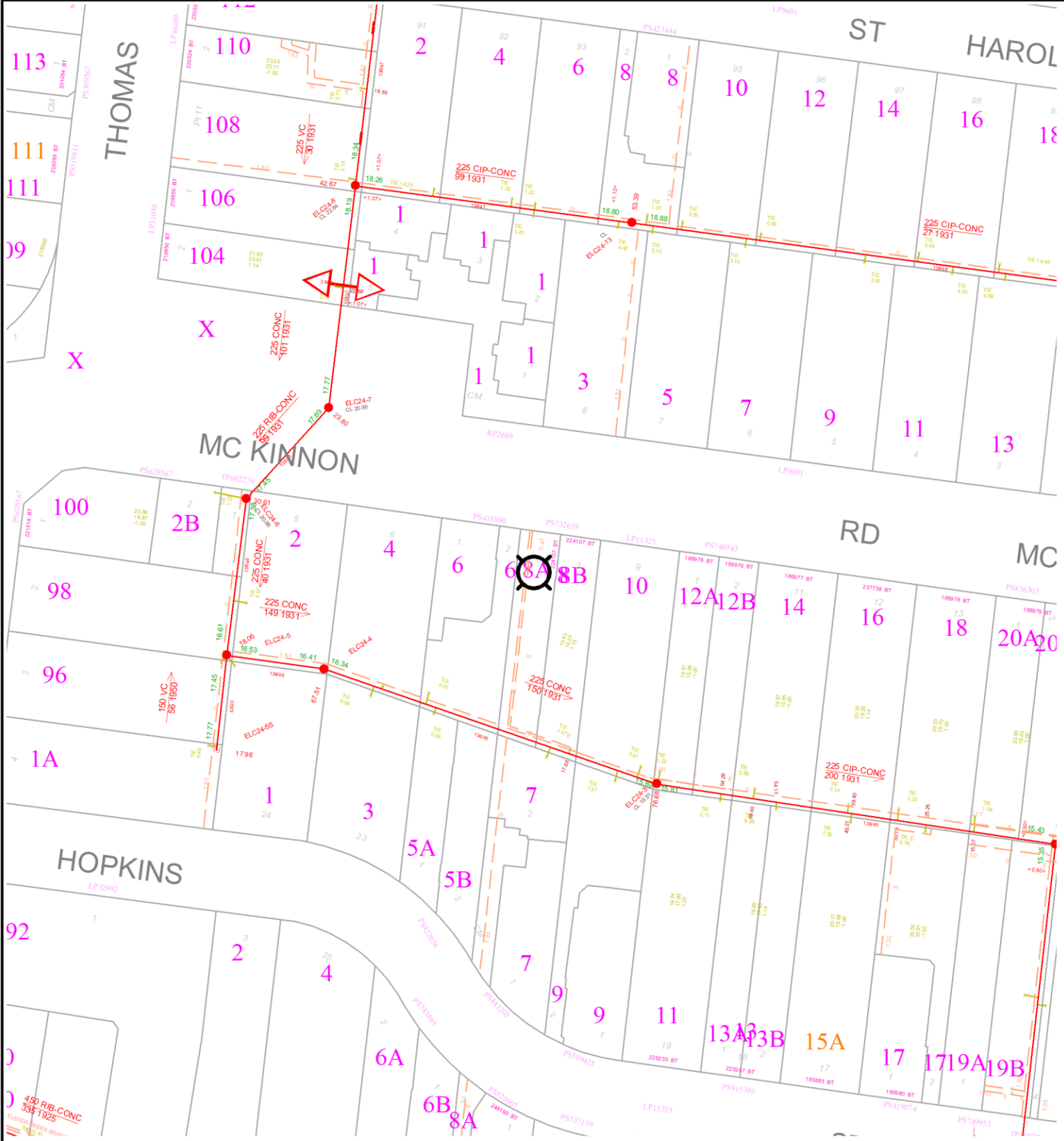
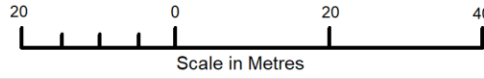
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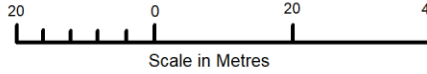
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	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural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

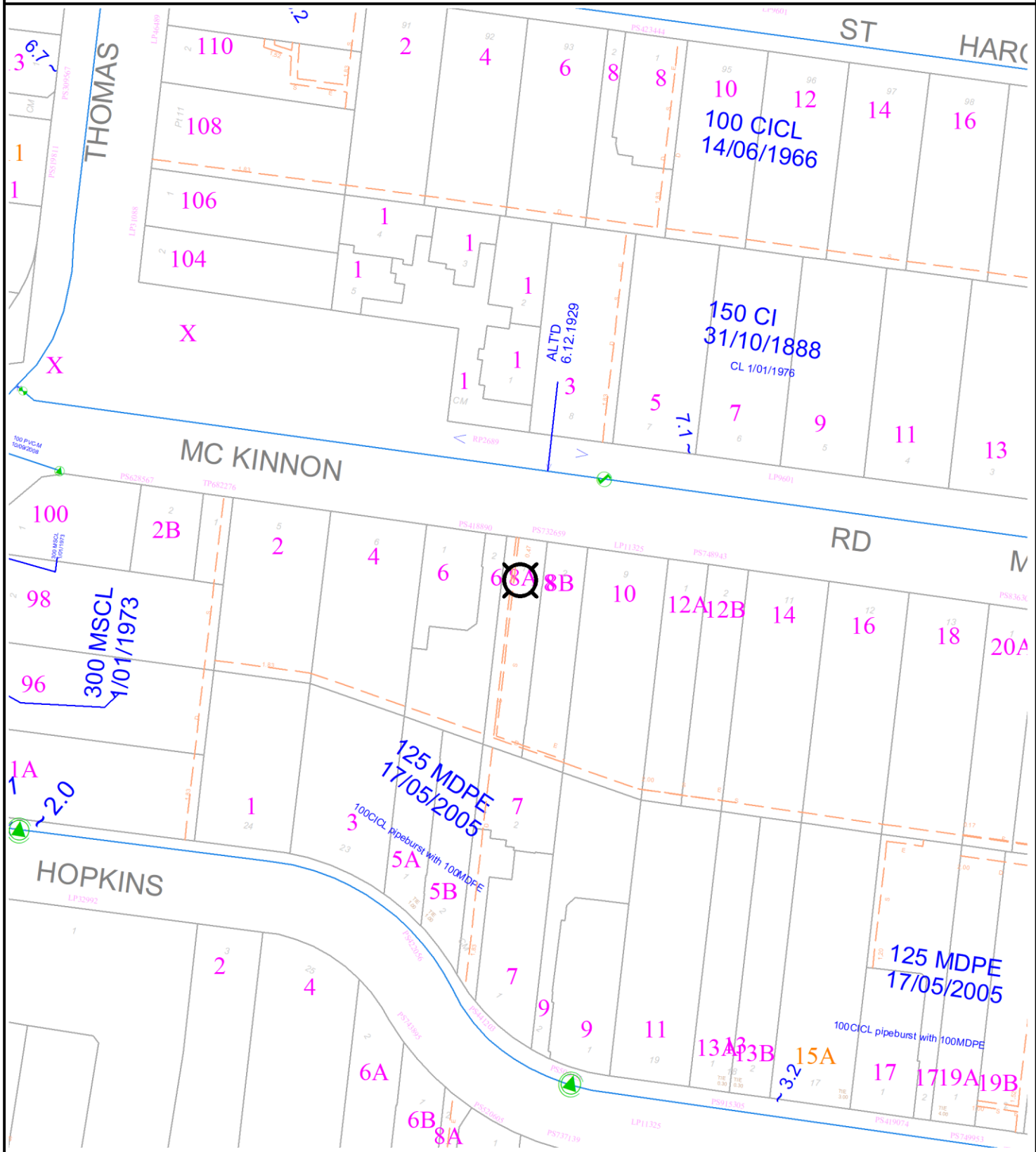


Property: Lot 1 8A MCKINNON ROAD MCKINNON 3204

Case Number: 46110167

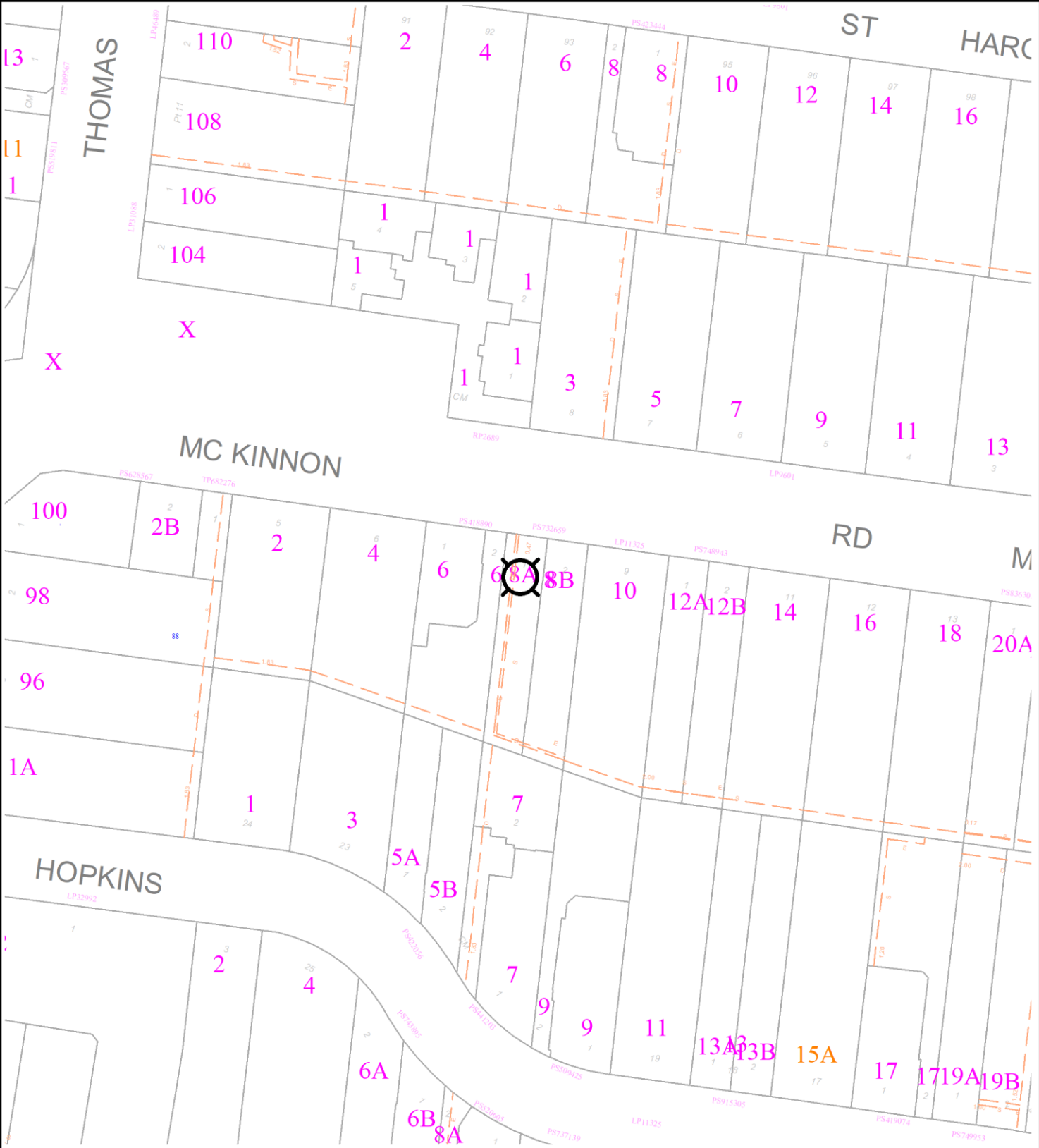
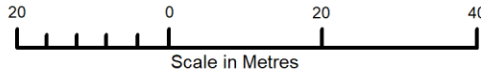


Date: 04MARCH2024



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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



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



Ref. No: PPR11/72346
Enquiries: Manoj Thomas
Telephone: 9524-3333
Facsimile No.: 9524-3387

Glen Eira City Council

80 MCGs of parklands
enough footpaths to reach Sydney
enough drains to reach Mildura
enough roads to reach South Australia
\$500m of town planning projects
2,000 food safety inspections
4,000 off-street car spaces
23,000 tonnes of recycling
32,000 tonnes of waste
one million library loans
care for 4,500 elderly
services for 8,000 children
9,000 immunisations
67 school crossings
46,000 street trees
8,500 street lights
45 sportsgrounds
47 playgrounds
and much more

30 May 2014

The Town Hall Consulting Group
Level 1, 433-435 South Road
BENTLEIGH VIC 3204

Dear Sir/Madam

**RE: BUILDING OVER EASEMENT APPLICATION
8 MCKINNON ROAD, MCKINNON**

I refer to your application and resubmitted drawing received on 15 May 2014 for consent to erect a carport over the easement and building wall within 1.0 from the Council drain at western boundary of the property. Your application has been investigated and I wish to advise you as follows:

For the application to be successful, Council requires owner to enter into an agreement under section 173 of the Planning and Environment Act 1987. This agreement is to preserve the integrity of the easement. This agreement is to be prepared by Council's law firm at the owner's cost and must include the following conditions:

- The proposed carport must be fully demountable so that it can be detached from the main building.
- The proposed carport must be open at both front and rear.
- The minimum horizontal clearance between any footings/piers of the proposed structure and any drain or pipe within the easement must be at least 600mm.
- Any footings/piers within or adjacent to the easement must extend at least 600mm below the invert level of any drain or pipe within the easement.
- Prior to the installation of the footings within or adjacent to the easement, the applicant/owner must book an inspection with Council at least 48 hours' notice. Please contact Council's officer Mr Sri Abburi on 9524 3492 to book an inspection.

Glen Eira City Council

Corner Glen Eira and Hawthorn Roads,
Caulfield, Victoria
PO Box 42 Caulfield South 3162
ABN 65 952 882 314

Telephone 03 9524 3333
National Relay Service TTY dial 13 36 77 or
Speak and Listen 1300 555 727 or
www.iprelay.com.au then enter 03 9524 3333
Facsimile 03 9523 0339
Email mail@gleneira.vic.gov.au
Website www.gleneira.vic.gov.au

Bentleigh • Bentleigh East • Brighton East • Carnegie
Caulfield • Elsternwick • Gardenvale • Glen Huntly
McKinnon • Murrumbeena • Ormond • St Kilda East

Property Clearance Certificate

Land Tax



RET CONVEYANCING

Your Reference:	LD:72037117-015-6.SHTERN
Certificate No:	72305868
Issue Date:	04 MAR 2024
Enquiries:	MXS26

Land Address: 8A MCKINNON ROAD MCKINNON VIC 3204

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: IRINA BLYUMENFELD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,600,000
SITE VALUE:	\$600,000
CURRENT LAND TAX CHARGE:	\$10,926.73

Notes to Certificate - Land Tax

Certificate No: 72305868

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 = \$2,250.00

Taxable Value = \$600,000

Calculated as \$2,250 plus (\$600,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 72305868

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: 72305868

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

Land Tax

Certificate No: 72305868

Land Address: 8A MCKINNON ROAD MCKINNON VIC 3204

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43143661	1	732659	11686	101	\$10,926.73

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS IRINA BLYUMENFELD	2024	\$600,000	\$3,269.39	\$0.00	\$3,269.39
MS IRINA BLYUMENFELD	2023	\$550,000	\$1,943.33	\$0.00	\$1,943.33
MS IRINA BLYUMENFELD	2022	\$470,000	\$1,348.16	\$0.00	\$1,348.16
MS IRINA BLYUMENFELD	2021	\$505,000	\$1,564.27	\$0.00	\$1,564.27
MS IRINA BLYUMENFELD	2020	\$410,000	\$1,049.70	\$0.00	\$1,049.70
MS IRINA BLYUMENFELD	2018	\$410,000	\$1,055.69	\$0.00	\$696.19
MS IRINA BLYUMENFELD	2017	\$410,000	\$1,055.69	\$0.00	\$1,055.69

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 43143661 \$10,926.73

Total: \$10,926.73

Property Clearance Certificate

Windfall Gains Tax



RET CONVEYANCING

Your LD:72037117-015-6.SHTERN

Reference: 8A

Certificate No: 72305868

Issue Date: 04 MAR 2024

Land Address: 8A MCKINNON ROAD MCKINNON VIC 3204

Lot	Plan	Volume	Folio
1	732659	11686	101

Vendor: IRINA BLYUMENFELD

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: 72305868

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

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 72305865</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 72305865</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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From www.planning.vic.gov.au at 04 March 2024 11:35 AM

PROPERTY DETAILS

Address: **8A MCKINNON ROAD MCKINNON 3204**
Lot and Plan Number: **Lot 1 PS732659**
Standard Parcel Identifier (SPI): **1\PS732659**
Local Government Area (Council): **GLEN EIRA**
Council Property Number: **79301**
Planning Scheme: **Glen Eira**
Directory Reference: **Melway 68 B10**

www.gleneira.vic.gov.au

[Planning Scheme - Glen Eira](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **BENTLEIGH**

OTHER

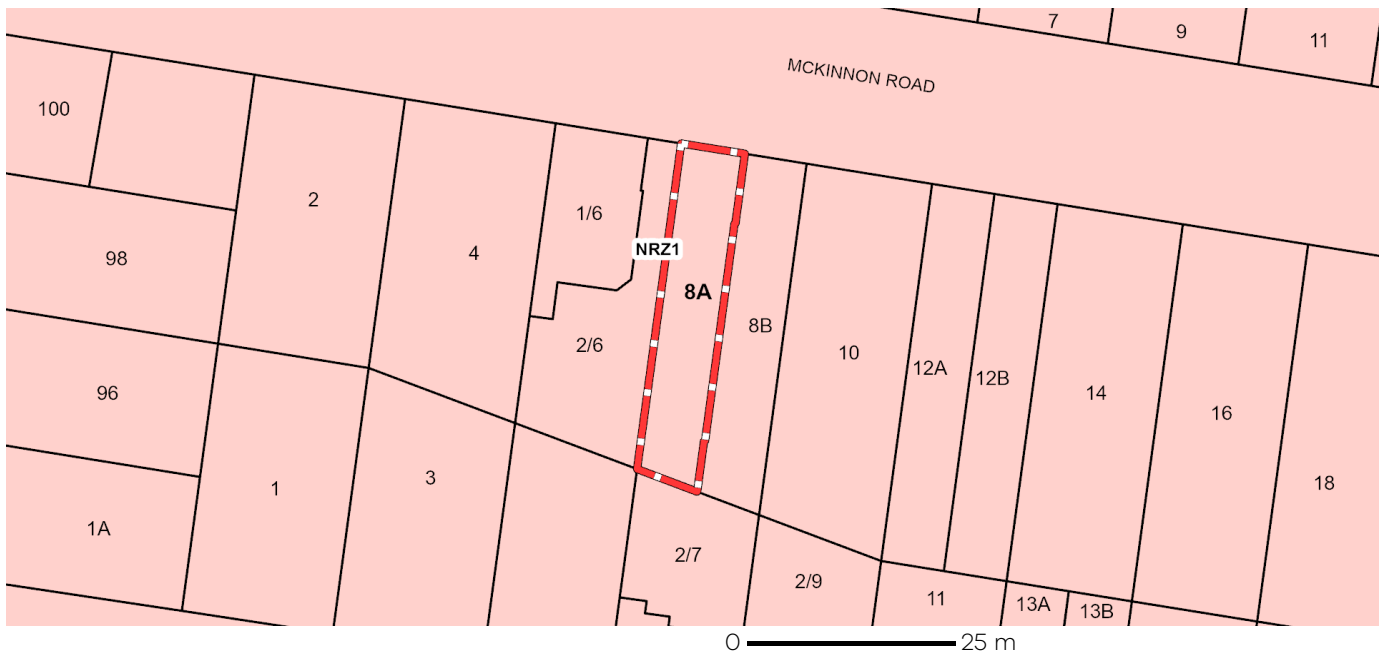
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



NRZ - Neighbourhood Residential

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



 SBO - Special Building Overlay

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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



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

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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

PROPERTY DETAILS

Address: **8A MCKINNON ROAD MCKINNON 3204**

Lot and Plan Number: **Lot 1 PS732659**

Standard Parcel Identifier (SPI): **1\PS732659**

Local Government Area (Council): **GLEN EIRA**

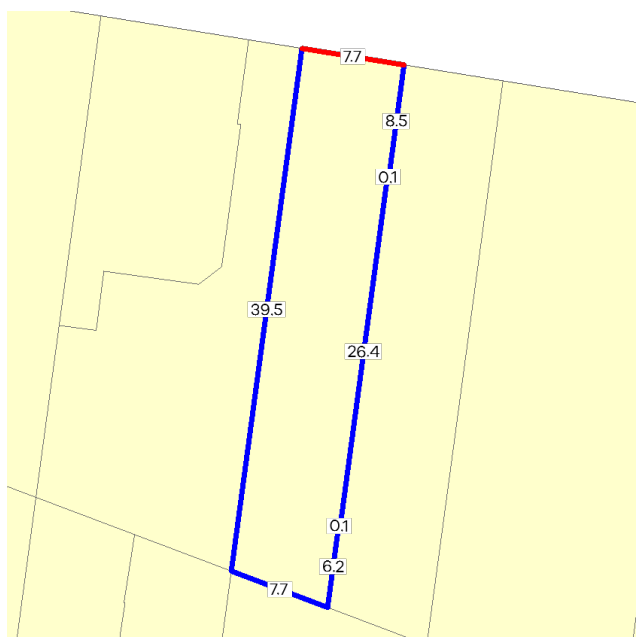
Council Property Number: **79301**

Directory Reference: **Melway 68 B10**

www.gleneira.vic.gov.au

SITE DIMENSIONS

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



Area: 307 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **BENTLEIGH**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

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.

(04/10/2016)