

Contract of Sale of Land

Property:

4 Sims Road, Kinglake Central VIC 3757



NEW VOGUE CONVEYANCING

incorporating the practice of:



@nvconvey

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

Print names(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/...../2025

Print names(s) of person(s) signing: Andrew Brian Watson and Rachael Marie Watson

State nature of authority, if applicable:

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

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

Name: **Stone Real Estate - Whittlesea**

Address: Shop 1, 75 Church Street, Whittlesea VIC 3757

Email: deanzammit@stonerealestate.com.au

Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: **Andrew Brian Watson and Rachael Marie Watson**

Address: 4 Sims Road, Kinglake Central VIC 3757 and 9 Robertson Road, Kinglake VIC 3757

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: **New Vogue Conveyancing**

Address: **Croydon – Suite 5, 174 Main Street, Croydon VIC 3136**

Whittlesea – Suite 3, Level 1, 66 Church Street, Whittlesea VIC 3757

Email: office@nvconvey.com.au

Tel: (03) 9737 6641 Mob: Fax: Ref: 25-01544

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 08892 Folio 102	9	041480

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

Property address

The address of the land is: **4 Sims Road, Kinglake Central VIC 3757**

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

All fixed floor coverings, window furnishings and light fixtures, in their current condition 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

GST Withholding (general condition 25)

The Vendor hereby notifies the Purchaser in accordance with Section 14-255(1) of Schedule 1 of the *Taxation Administration Act 1953 (cth)* that the Purchaser is **NOT** required to make a withholding payment to the supply because the property is an Existing Residential Property.

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*:

~~**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.~~

Loan (general condition 20) – NOT APPLICABLE IF SOLD AT AUCTION

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report – NOT APPLICABLE IF SOLD AT AUCTION

General condition 21 applies only if the box is checked. Refer also Special Condition 6.1.

Pest report – NOT APPLICABLE IF SOLD AT AUCTION

General condition 22 applies only if the box is checked. Refer also Special Condition 6.1.

Special Conditions

Instructions to agents: *When adding special conditions:*

- *each special condition and any additional special conditions must be numbered;*
- *the parties should 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.*

PURCHASER'S WARRANTIES

1. The Purchaser acknowledges that they have inspected the structures, buildings and the Land and performed all required investigations and warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - (a) Accepts the land, structures and improvements in its current condition and state of repair subject to all defects, (whether latent or patent), including any non-compliance with applicable building codes standards and regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve any required compliance.
 - (b) Shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, Municipal by-laws, relevant statutes and any regulations thereunder including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.
 - (c) Is satisfied about the purposes for which the land may be used and about all restrictions, planning approvals, current or future, and prohibitions on their intended use or development of the land.
 - (d) Save as is otherwise expressly provided, acknowledges that as it is purchasing the property and chattels in its present condition and state of repair and the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or chattels hereby sold.
 - (e) Agrees that this Contract contains all agreements made between the parties and the Purchaser shall not be entitled to rely on any representations, verbal or otherwise made by the Vendor or its agents or any representations which are not contained in this Contract or in a Deed or Variation to this Contract.

NO WARRANTY BY VENDOR

- 2.1 The Vendor gives no warranty:
 - (a) That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations, applicable code and standards.
 - (b) That the use to which the land may be intended to be used by the purchaser is suitable for that intended use.
 - (c) That any of the chattels, appliances, fixtures or fittings in that building are operational or functional unless specifically stated otherwise.
- 2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. The Purchaser warrants that it has made its own enquiries and as to the environmental state of the Property prior to entering into this Contract.

CLAIMS BY PURCHASER

3. The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - (a) any improvements, buildings or structures erected on the land, or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards or building regulations.
 - (b) The failure or defect (latent or patent) in any structure, improvements on the land, chattels or goods.
 - (c) The nature of quality and classification of the soil and subsoil of the land.
 - (d) The suitability, condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

PLANNING AND USE

- 4.1 The Purchaser acknowledges and agrees that the Purchaser buys the property subject to its own enquiries and investigations without any reliance on any representation made by the Vendor in relation to planning or potential use of the Property.
- 4.2 The Purchaser further acknowledges that it buys the Property subject to:
- (a) All present and future restrictions or contributions imposed by the relevant planning scheme, or any other relevant scheme;
 - (b) All present and future planning controls, permits and approvals;
 - (c) All present and future environmental controls;
 - (d) All present and future building controls, permits and restrictions.
- 4.3 The Purchaser accepts that any notices or orders relating to the property which are made or issued on or after the day of sale shall be the sole responsibility of the Purchaser and the Purchaser shall indemnify the Vendor against any such liability.

DEFAULT

- 5.1 If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:
- (a) interest as herein provided;
 - (b) all expenses incurred by the Vendor as a result of such breach;
 - (c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default of \$880 inclusive of GST; and
 - (d) all costs and expenses as between agent/conveyancer/solicitor and own client.
- 5.2 Without in anyway limiting the foregoing the Vendor further gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the said property on the due date under the Contract the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser would be required to pay, in accordance with the terms of the Contract:
- (a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
 - (b) interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
 - (c) accommodation and storage expenses necessarily incurred by the Vendor; and
 - (d) penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

AMENDMENT OF GENERAL CONDITIONS

- 6.1 General Conditions 21 & 22 are amended by replacing the words "14 days" with "7 days".
- 6.2 General Condition 27.4(d) is amended by adding the words: "Should any notice by email be received on a weekend or public holiday, the time of receipt of notice is deemed to have been given on the next business day".
- 6.3 General Condition 31.3 is amended by deleting the words "...but may claim compensation from the vendor after settlement."
- 6.4 General Conditions 31.4 to 31.6 inclusive are deleted.
- 6.5 General Condition 33 is amended to delete the words "2% per annum" and is replaced with the words "4% per annum...".

SWIMMING POOL/SPA

- 7.1 In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by signing this Contract that the swimming pool or spa located on the property may not have fencing or safety measures that comply with the requirements of current Building regulations or be registered.
- 7.2 In the event that the swimming pool or spa is non-compliant, it is the Purchaser's responsibility from the Day of Sale to bring the swimming pool or spa into compliance with current building regulations.
- 7.3 The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations, including the registration, inspections or compliance.

- 7.4 The Purchaser agrees that it will not:
- (a) require the Vendor to comply with any notice issued by any authority on or after the Day of Sale directly or indirectly related to the swimming pool or spa;
 - (b) delay settlement for any reason directly or indirectly related to the swimming pool or spa;
 - (c) seek compensation from the Vendor for any non-compliance with the current building regulations related to the swimming pool or spa; or
 - (d) seek to terminate this Contract for any reason directly or indirectly related to or associated with the swimming pool or spa.

AUCTION

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

ACCEPTANCE OF TITLE

9. If 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.

ADJUSTMENTS

- 10.1 The Purchaser must provide to the Vendor copies of all certificates and other information used to calculate the adjustments, if requested by the Vendor.
- 10.2 The Statement of Adjustments ("Adjustments") must be received by the Vendor's representative on or before 5 clear business days prior to settlement.
- 10.3 If the Purchaser and/or the Purchaser's representative fails to provide the Adjustments in accordance with this Special Condition the Purchaser will be taken to be in breach of this Contract and the Vendor's Conveyancer will be entitled to prepare the Adjustments on behalf of the Purchaser.
- 10.4 If the Adjustments are prepared by the Vendor's Conveyancer because of a breach by the Purchaser pursuant to this Special Condition, the Purchaser will be required to pay the Vendor's conveyancer's reasonable costs of \$220.00 which are to be adjusted in favour of the Vendor at settlement, in satisfaction of the Purchaser's breach of this Special Condition.
- 10.5 The parties agree that, for the purposes General Condition 23.2, the expression "periodic outgoings" shall expressly exclude any amounts to which Section 10G or 10H of the *Sale of Land Act 1962* applies.

GUARANTEE

- 11.1 If the Purchaser shall be or include a company, the company will on the Day of Sale upon execution of this Contract procure the execution by each of its directors of the Guarantee in the form to be held by the Vendor.
- 11.2 Each person who signed this Contract warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser.
- 11.3 If the Purchaser fails to deliver the executed Guarantee within the prescribed time, then the Vendor, at the Vendor's absolute discretion, may end this Contract upon written notice to the Purchaser.

SOLAR

12. If the property includes solar panels, the purchaser acknowledged that:
- (a) The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
 - (b) The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
 - (c) 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.

PRIORITY OF CONDITIONS

13. The parties agree that to avoid confusion, if there is any conflict between conditions, the following order of priority shall prevail:
- (a) First, any Special Conditions as prepared by New Vogue Conveyancing and numbered accordingly herein;
 - (b) Second, any conditions inserted by the parties, estate agent or other party after preparation of the Contract by New Vogue Conveyancing, which are not numbered sequentially, and/or headed with the words "Additional Clauses/Conditions Agreed to by the parties" (or similar header);
 - (c) Lastly, any General Conditions in form contained herein.

OWNER BUILDER DEFECT REPORT

14.1 The Purchaser acknowledges that they have read the Owner Builder Defect Report (the "Report") attached to the Section 32 Statement and by doing so has acknowledged the contents therein and any defects or non-compliances (if any) are hereby acknowledged as disclosed material facts.

14.2 The Purchaser shall not make any requisition or objection, nor be entitled to rescind this Contract on the basis of anything contained within the Report, and shall not be entitled to call upon the Vendor to obtain any permits, or rectify or bear any cost of any required rectification (if any required).

14.3 The Purchaser further acknowledges and agrees that it has entered into this Contract with full knowledge of these matters contained in this Special Condition, and confirms that it has read and understood these provisions prior to signing this Contract.

14.4 General Condition 21 is further amended so as to specifically exclude any rights of the Purchaser to make any claims or withdraw from this Contract on the basis of any major or minor defects which relate to the area of the property covered in the Report.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.
- ## 19. GST
- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money 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 adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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



NEW VOGUE CONVEYANCING



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	4 Sims Road, Kinglake Central VIC 3757
-------------	---

Vendor's name	Andrew Brian Watson	Date
		/ /
Vendor's signature		26/05/2025
	<u>Andrew Watson (May 26, 2025 16:17 GMT+10)</u>	
Vendor's name	Rachael Marie Watson	Date
		/ /
Vendor's signature		26/05/2025
	<u>Rachel watson (May 26, 2025 12:13 GMT+10)</u>	

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)

Are contained in the attached Certificates

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

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial & Industrial Property Tax Reform

This section 1.5 only applies if this vendor statement is in respect of a contract for the sale of Commercial or Industrial Property.

Not Applicable – the AVPCC is not a qualifying use

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 document/s (where applicable)

(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 easements, covenants or other similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993*.

3.4 Planning Scheme

The required specified information is contained in the attached Planning Certificate

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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:

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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:

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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*.

The property is **NOT** affected by an Owners Corporation

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

The services which are marked with an ‘’ in the accompanying square box **are AVAILABLE** to be connected to the land. However, this does not mean the service is physically connected at the time of sale.

NOTE - the Vendor or tenant reserves the right to cancel any such service between the day of sale and settlement and the Purchaser will need to arrange their own connection of services.

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

9. TITLE

Attached are copies of the following documents:

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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

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. DUE DILIGENCE CHECKLIST

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

Is attached

12. ATTACHMENTS

Register Search Statement

Copy Plan

DELWP Planning Certificate

Property Report

Land Information Certificate

OBD Report

Vic Roads Certificate

ATO Certificate

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.

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

Page 1 of 2

VOLUME 08892 FOLIO 102

Security no : 124124480798N
Produced 15/05/2025 11:48 AM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 041480.
PARENT TITLE Volume 08517 Folio 191
Created by instrument E106654 20/07/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ANDREW BRIAN WATSON of 4 ROBERTSON ROAD KINGLAKE VIC 3763
RACHEL MARIE WATSON of 4 SIMS ROAD KINGLAKE CENTRAL VIC 3757
AU560971Q 09/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY090352E 12/06/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

CAVEAT AY431415K 23/09/2024
Caveator
PENTANA STANTON LAWYERS PTY LTD ACN: 167983075
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
RACHEL MARIE WATSON
Date
17/09/2024
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
PENTANA STANTON LAWYERS
Notices to
DURRA BARAZ of LEVEL 3 552 LONSDALE STREET MELBOURNE VIC 3000

CAVEAT AY891771R 19/02/2025
Caveator
JUSTFUND FINANCE PTY LTD ACN: 656416394
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
RACHEL MARIE WATSON
Date
14/02/2025
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
HWL EBSWORTH LAWYERS
Notices to
HWL EBSWORTH LAWYERS (TMS:1127350) of LEVEL 8 447 COLLINS STREET MELBOURNE
VIC 3000

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

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

plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP041480 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY891771R (E)	CAVEAT	Registered	19/02/2025

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

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

Street Address: 4 SIMS ROAD KINGLAKE CENTRAL VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 12/06/2024

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

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Document Identification	LP041480
Number of Pages (excluding this cover sheet)	3
Document Assembled	15/05/2025 11:48

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PLAN OF SUBDIVISION
PARTS OF CROWN ALLOTMENTS 28 & 28 A
PARISH OF KINGLAKE

LP 41480

EDITION 2

PLAN MAY BE LODGED
5-12-1957

3 SHEETS
SHEET 1

COUNTY OF EVELYN

VOL. 2560 FOL. 924

Measurements are in Links
Conversion Factor
LINKS x 0.201168 = METRES

COLOUR CODE

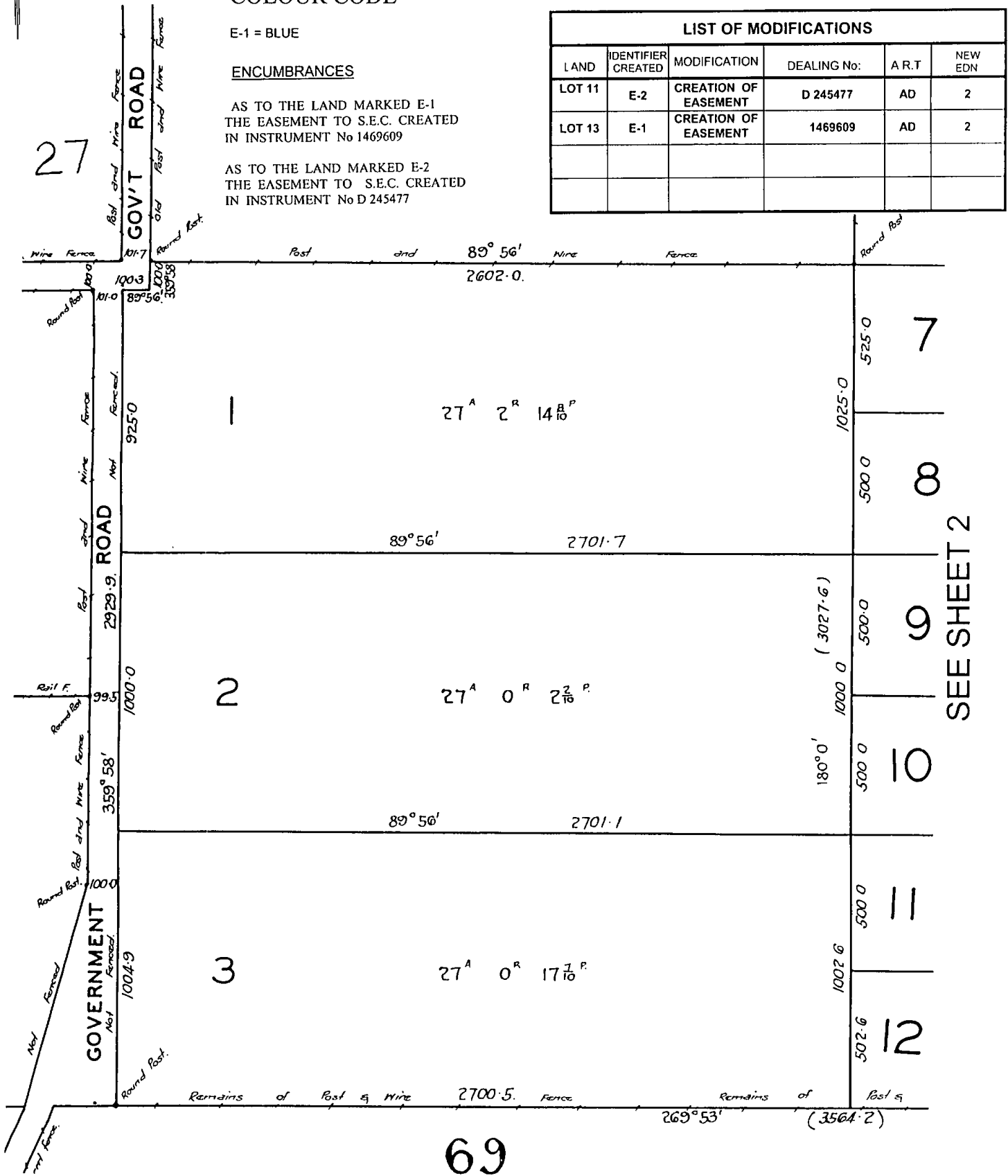
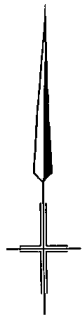
E-1 = BLUE

ENCUMBRANCES

AS TO THE LAND MARKED E-1
THE EASEMENT TO S.E.C. CREATED
IN INSTRUMENT No 1469609

AS TO THE LAND MARKED E-2
THE EASEMENT TO S.E.C. CREATED
IN INSTRUMENT No D 245477

LIST OF MODIFICATIONS					
LAND	IDENTIFIER CREATED	MODIFICATION	DEALING No:	A.R.T	NEW EDN
LOT 11	E-2	CREATION OF EASEMENT	D 245477	AD	2
LOT 13	E-1	CREATION OF EASEMENT	1469609	AD	2



27

7

8

9

10

11

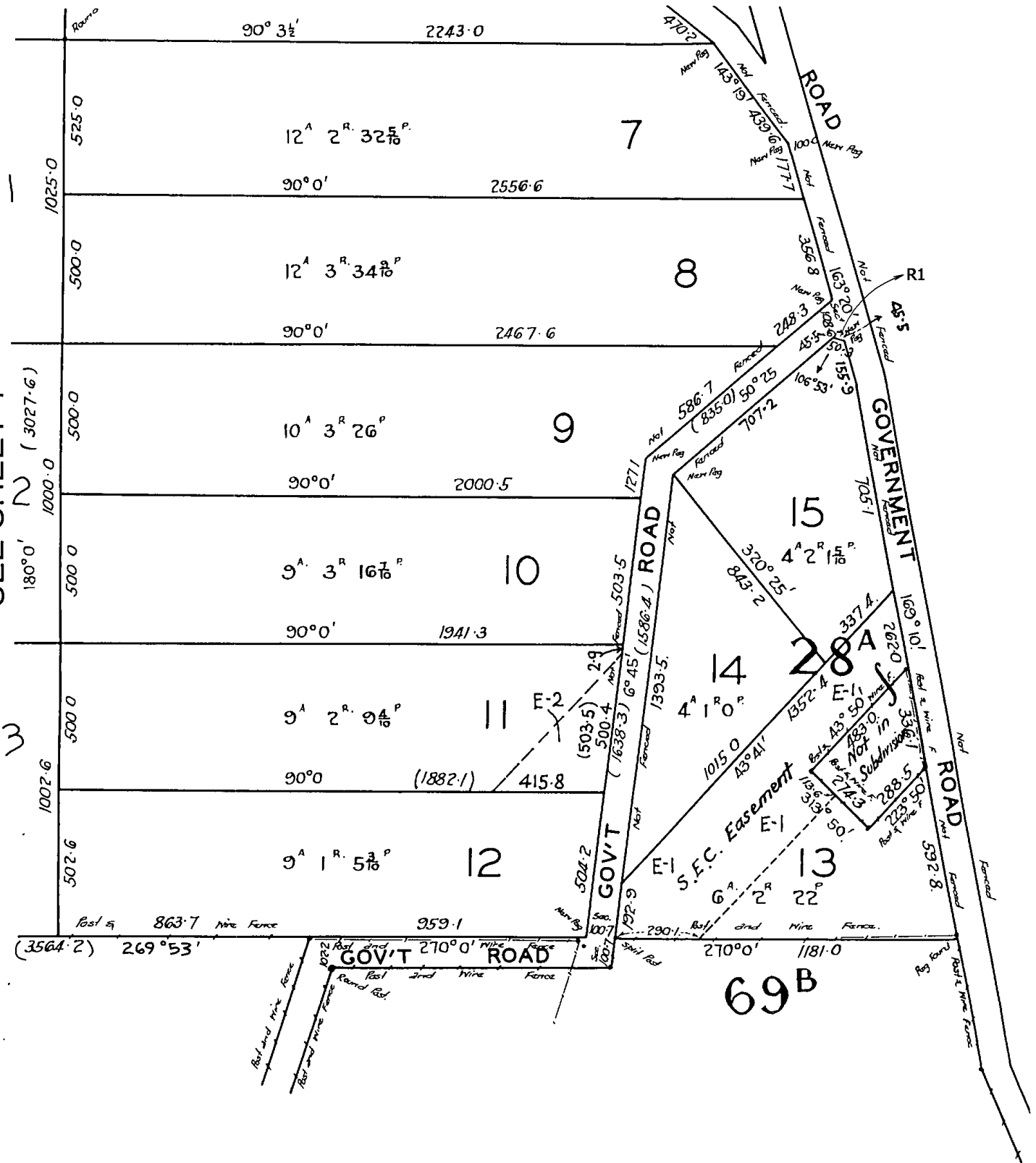
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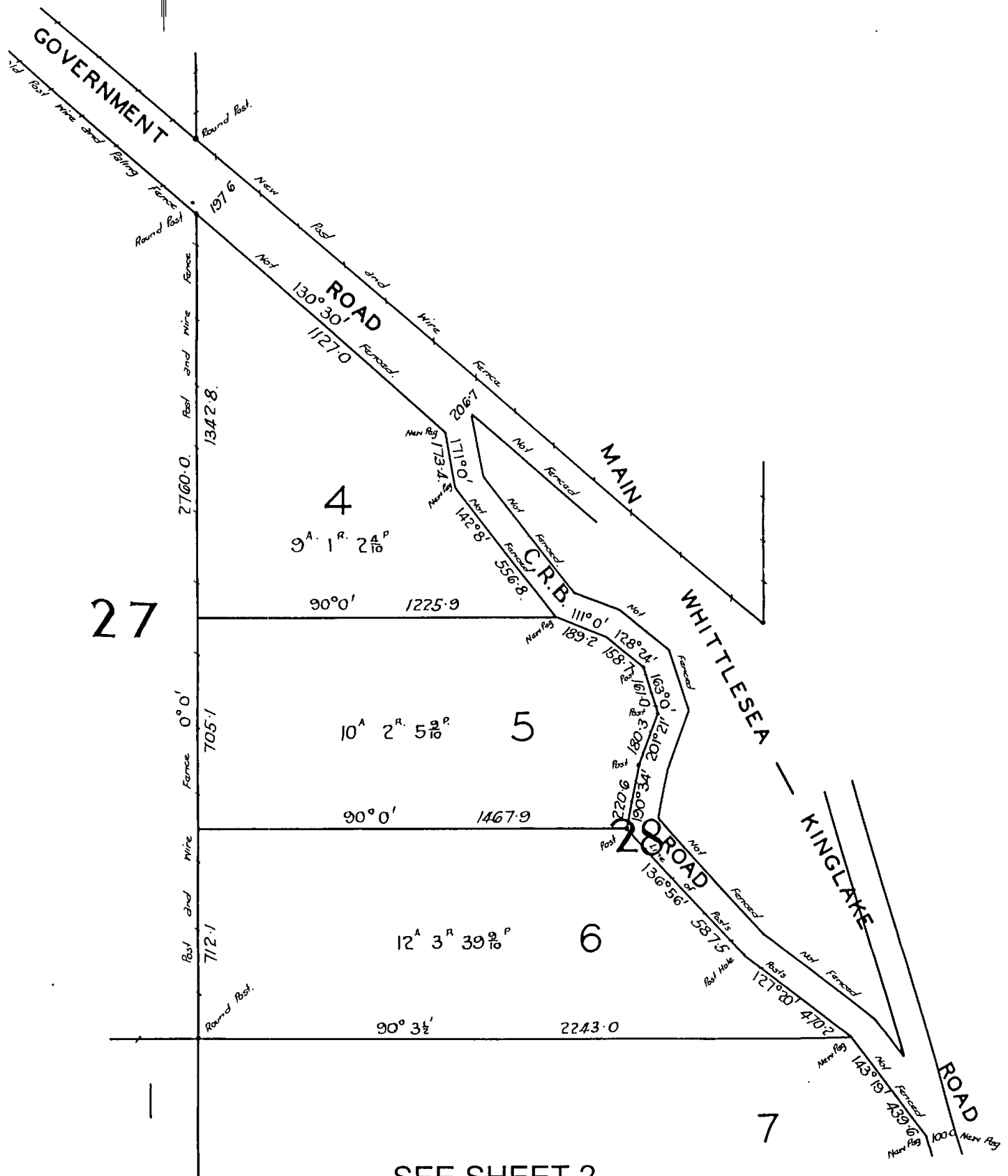
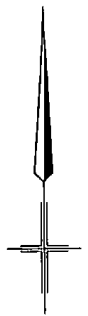
SEE SHEET 2

69

SEE SHEET 3

SEE SHEET 1





SEE SHEET 2

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1138719

APPLICANT'S NAME & ADDRESS

NEW VOGUE CONVEYANCING C/- TRICONVEY2 (RESELLER)
C/- LANDATA
DOCKLANDS

VENDOR

WATSON, ANDREW BRIAN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

710410

This certificate is issued for:

LOT 9 PLAN LP41480 ALSO KNOWN AS 4 SIMS ROAD KINGLAKE CENTRAL
MURRINDINDI SHIRE

The land is covered by the:

MURRINDINDI PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

15 May 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

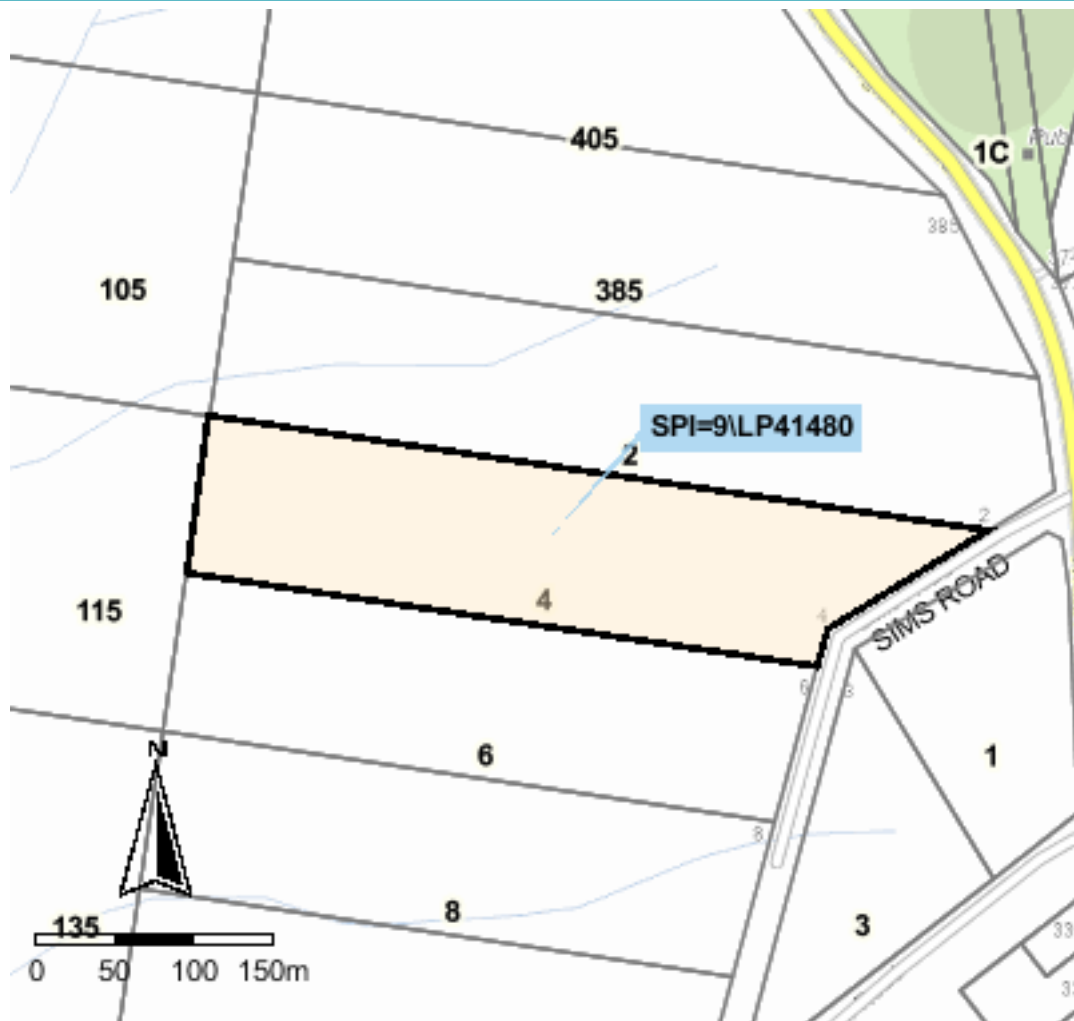
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PROPERTY DETAILS

Address: **4 SIMS ROAD KINGLAKE CENTRAL 3757**
 Lot and Plan Number: **Lot 9 LP41480**
 Standard Parcel Identifier (SPI): **9\LP41480**
 Local Government Area (Council): **MURRINDINDI**
 Council Property Number: **7489**
 Planning Scheme: **Murrindindi**
 Directory Reference: **Melway 396 B3**

www.murrindindi.vic.gov.au

[Planning Scheme - Murrindindi](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EILDON**

OTHER

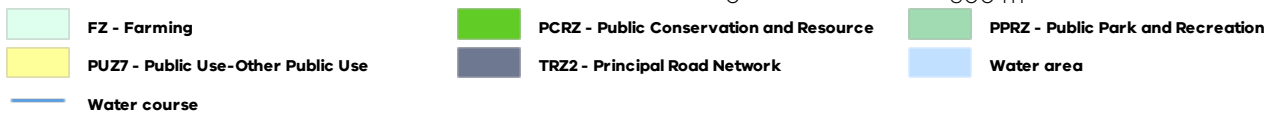
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\) \(MURRINDINDI\)](#)

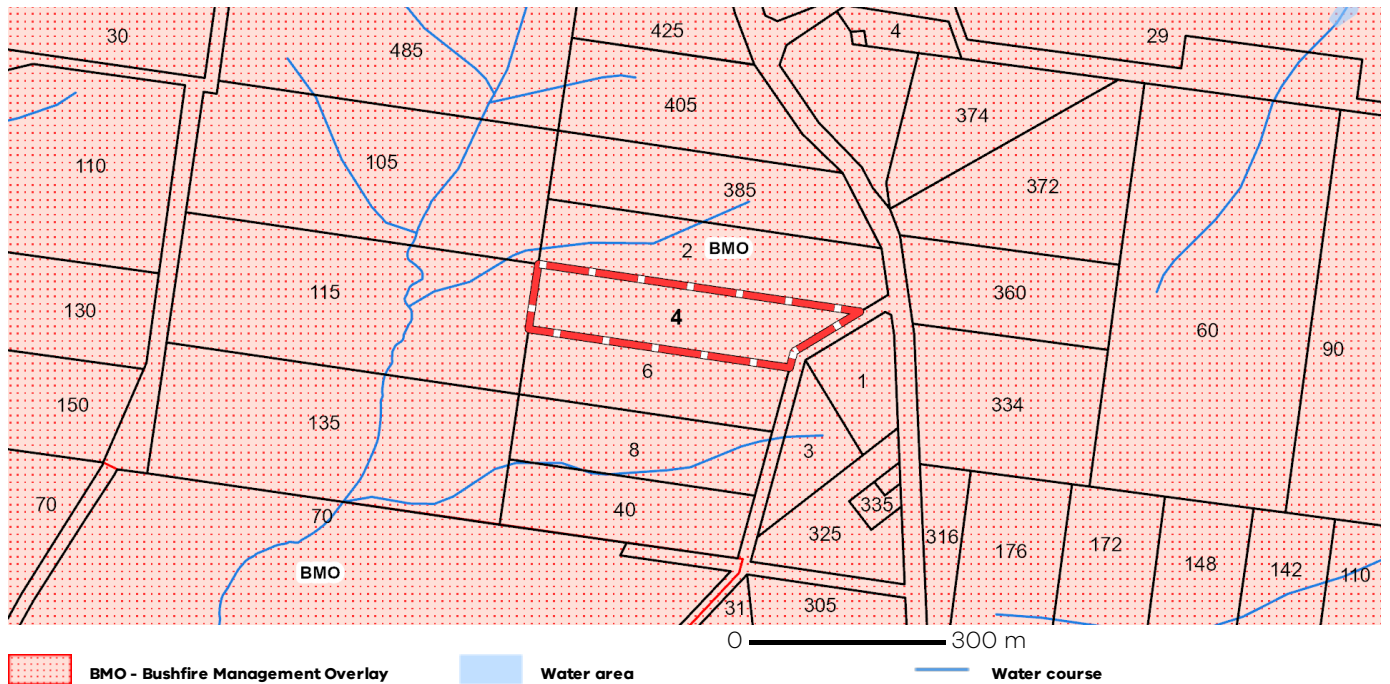
[SCHEDULE TO THE FARMING ZONE \(FZ\) \(MURRINDINDI\)](#)



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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO) (MURRINDINDI)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (MURRINDINDI)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (MURRINDINDI)



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 22 May 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

Date: Friday, 16 May 2025
Your Reference: 76782973-016-6

Assessment Number: 7489
Certificate Number: 21226
MUREDOC-1812260793-72701

New Vogue Conveyancing C/- TriConvey2 (Reseller)
C/- Secure Electronic Registries Victoria Pty Ltd (SERV)
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

LAND INFORMATION CERTIFICATE

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 1989*, the *Local Government Act 1958* or under a Local Law of the Council.

Property Location:..... 4 Sims Road KINGLAKE CENTRAL
Title: LOT: 9 LP: 41480
Capital Improved Value:..... \$ 1,190,000.00
Site Value:..... \$ 760,000.00
Net Annual Value: \$ 59,500.00
Operative Valuation Date: 01/07/2024
For Rating Purposes: 01/07/2024
Level of Value Date:..... 01/01/ 2024

1. RATES CHARGES AND OTHER MONEYS

Rural 2 Rate Date Levied Monday, 01 July 2024:	\$ 2,255.05
Municipal Charge Date Levied Monday, 01 July 2024:	\$ 374.00
Rural Garbage Service Date Levied Monday, 01 July 2024:	\$ 428.35
Rural Recycling Service Date Levied Monday, 01 July 2024:	\$ 130.95
Recycling Service Date Levied Monday, 01 July 2024:	\$ 130.95
Garbage Service Date Levied Monday, 01 July 2024:	\$ 428.35
CFA Residential Charge Date Levied Monday, 01 July 2024:	\$ 132.00
CFA Residential Fire Levy Date Levied Monday, 01 July 2024:	\$ 103.53

Rate Arrears to Sunday, 30 June 2024:	\$ 4,004.67
Interest to 16/05/2025:	\$ 553.58
Other Moneys:	\$ 0.00
Less Pensioner Rebates:	\$ 0.00
Less Payments:	\$ 0.00
Other Rates and Charges:	
Nil	\$ 0.00
Special Rates and Charges	

Total Due:	\$ 8,541.43
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PLEASE NOTE

Interest is charged on arrears and is calculated daily, **until full payment is received.**
Interest is charged on amounts from the date on which the missed instalment was due.

For an update on rates and charges prior to settlement, if required, contact the Rates Department in Alexandra Office on (03) 5772 0333.

BPAY Payment Details For This property:

BPAY Biller Code – 21360

BPAY Ref No – 074898 (the BPAY Ref No must be six digits)

Assessment Number: 7489
Certificate Number: 21226

2. **OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT**

There is no moneys owed for works under the **Local Government Act 1958**.
There is no moneys owed under Section 94(5) of the **Electricity Industry Act 2000**.
There is no potential liability for rates under the **Cultural and Recreational Land Act 1963**.
There is no potential liability for land to become rateable under Section 173, 174 or 174A of the **Local Government Act 1989**.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes Under Section 18 of the **Subdivision Act 1988** of the **Local Government Act 1958**.
There is no moneys owed under Section 227 of the **Local Government Act 1989** other than those shown on Part 1 of this Certificate (Rates Charges and Other Moneys).

3. **NOTICES AND ORDERS**

The following notices and orders on the land have continuing application under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council:
NO ORDERS APPLICABLE

4. **SPECIFIED FLOOD LEVEL**

There is no specified flood level within the meaning of Regulation 6.2 of the Building Regulations.

5. **RATES AND CHARGES**

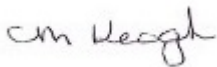
Rates and Charges for the financial year ending 30 June 2025. All Rates and Charges due in full 15 February 2025 or by four (4) instalments due 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025.

6. **OTHER INFORMATION**

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

Council will from time to time use Special Charge Schemes to update or construct Council infrastructure. You are advised to contact the Murrindindi Shire Council on (03) 5772 0333 and check with the Engineering Department to confirm whether there are any proposals to implement a Special Charge Scheme which may affect this property.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates and other moneys and interest payable to the Municipality of the MURRINDINDI SHIRE COUNCIL, together with details of any Notices or Orders on the land pursuant to the Local Government Acts, or a local law of the Council.



Catherine M Keogh



Sadhana Raut

CERTIFICATE PREPARED BY

AUTHORISED OFFICER

MURRINDINDI SHIRE COUNCIL

ABN 83 600 647 004



@murrindindishirecouncil
@discoverdindi

CONTACT US

customer@murrindindi.vic.gov.au
www.murrindindi.vic.gov.au
(03) 5772 0333
PO Box 138 Alexandra VIC 3714

VISIT US

Alexandra: 28 Perkins Street
Kinglake: 19 Whittlesea-Kinglake Road
Yea: 15 The Semi Circle
Mobile Library and Customer Service:
visit our website for locations and times



Section 137b - Owner Builder Defect Report

THIS REPORT IS VALID FOR 6 MONTHS FROM THE DATE OF REPORT

Re-inspection is required after the report expires.

4 Sims Rd Kinglake Central VIC 3575

Date of inspection: 2 May 2025
Date of report: 2 May 2025
Client: Andrew Watson
Prepared by: Tanya Grabnar
(Registered Architect – 15406)
0439 059 759



Weather conditions: Fine, sunny and dry

Property information: Single storey bluestone veneer residence with a low pitched colorbond roof, a raised timber floor and a wrap around verandah

Works constructed as an owner builder within the last 6.5 years, as advised by the property owner includes:

- Ensuite renovation
 - Bathroom and laundry renovations which included alterations to the floor plan of both rooms by removing an internal non-load bearing wall and constructing a new internal wall
- No structural works appeared to be associated with the works listed above

Standard of workmanship At the time of inspection, works appear to have been completed to a fair standard with:

No Defects
Some Incomplete Works
No Recycled Building Materials (as detailed on the following pages)

Documents Provided:

Building Permit: NO Final Certificate: NO Permit Drawings: NO
(A building permit was not required for the works listed above)

Contact ASTA Building Consultants with any queries. This is not a pre-purchase building report.

Significant trees within close proximity of the property at the time of inspection NO

The listed owner builder works have been inspected to give an indication of the standard of works, if they are incomplete or if any obvious rectification or maintenance is required at the time of inspection. Inspection is limited only to construction works listed above and general wear and tear has not been assessed. No assessment has been made on the electrical or plumbing installation as these are outside the scope of work of an owner builders report. A pre-purchase building inspection is recommended.

This report is not a guarantee against any defects or incomplete works.

This report is not for advising that all work complies with regulations, that should be done by a Building Surveyor's final certificate as part of the building permit process.

Areas not accessible: Foundations, footings, wall and flooring substrates, tiling substrates, wall framing, wall fixings, subfloor - part, water proofing, water stops, paint substrates, subfloor – part

Obstructions and limitations: Appliances and equipment, ceiling linings, fixed furniture – built in joinery, floor coverings, furniture, stored items, wall linings, door trims or shower screen concealing water stops

Contact Buildsafe Insurance on 1300 763 016 to obtain warranty insurance where required.

1. DEFECTS

No defects were evident at the time of inspection.

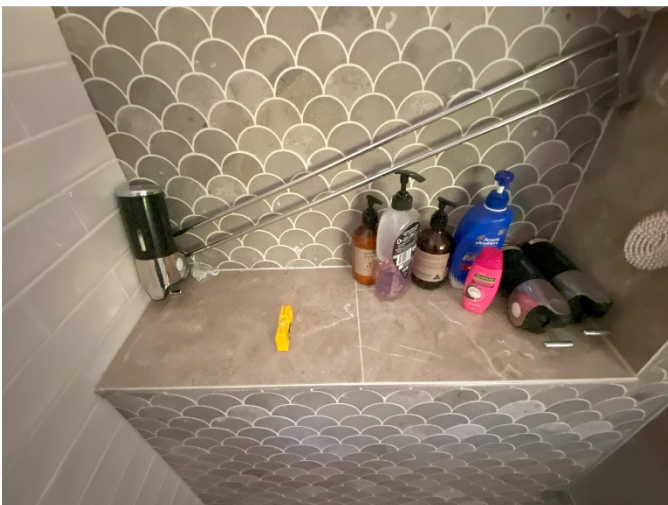
2. INCOMPLETE WORKS

2.01

Location: Ensuite

Finding: The following works appeared to be incomplete at the time of inspection:

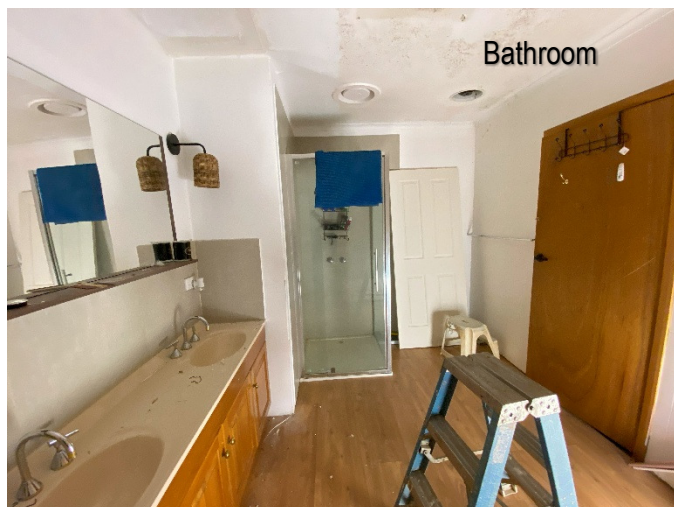
- Only one coat of paint appeared to have been completed
- Flexible sealant is required at the wall/floor junction to the full perimeter of the ensuite which was missing under the vanity and around the toilet
- Timber architraves are required to finish 2mm above tiling and should be sealed with flexible sealant
- Towel rail had not been installed
- Ensuite door had not been installed



2.02

Location: Bathroom and Laundry

Finding: The bathroom and laundry renovations were found to be incomplete at the time of inspection.



3. RECYCLED BUILDING MATERIALS

No recycled building materials were evident or advised by the property owner at the time of inspection.

DISCLAIMER

- This report has been prepared to meet the requirements of Section 137b of the Building Act 1993 and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the buildings suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.
- This report represents an opinion only on the condition and compliance of the owner builder works. An inspection conducted by a different individual on a different day would most likely result in a different opinion.
- Where no building permit has been obtained by the owner, the level of structural compliance is not known and structural adequacy should be confirmed by a structural engineer. Where new structures are fixed into or on top of an existing structure, the structural adequacy of the connection and of the existing structure to carry additional load is unknown and should be confirmed by a structural engineer.
- Care must be taken not to overload any external timber structure that people are likely to use, particularly where no building permit is in place for the structure.
- Due to obstructions and limitations at the time of inspection (including painted, lined surfaces and stored items), it could not be determined if dissimilar metals were used in the works. If dissimilar metals are present, accelerated deterioration of metal building materials could result.
- All gutters, including box gutters and gutters covered with gutter guards, need to be maintained and cleared of debris and leaf litter regularly in order to ensure appropriate performance and watertightness of the stormwater system.
- Where painting has been inspected, the preparation and substrate to all painting is not known, cannot be inspected and does not form part of this report and as such the performance of any paintwork cannot be assessed.
- If a mature tree was identified near the dwelling during inspection. Tree roots can cause movement and damage to buildings, so the building should be monitored regularly for signs of any movement or damage.
- Grout and flexible sealant to all wet areas should be monitored regularly and maintained as required to ensure appropriate performance and longevity of the wet area
- The method and compliance of waterproofing to wet areas cannot be determined by a visual inspection. The water proofing method is not accessed as part of this report.
- Where trims and/or shower frames are present in a bathroom renovation, water stops to wet areas could not be assessed for compliance with the Building Code of Australia by a visual inspection due to concealment.
- Where new wall and/or floor coverings have been installed, the condition of the substrate is unknown and is not part of this report.
- Where a new rangehood was installed, its make and model was not provided at the time of inspection and it was not vented to outside air, it could not be determined if it was a recirculating type of rangehood.
- Painting and loose floor finishes (carpet and floating floors) are not required as part of an owner builder 137b report and as such these works have not been assessed during inspection.
- Where extensions, new dwellings or a roof structure has been constructed, assessment was not made on the property's total permeable area or on the property's total built area and compliance with these regulations.
- Any extension or new build has not been assessed for compliance against energy requirements, termite or bushfire requirements.
- If a garage or carport conversion to habitable areas has occurred, the construction of the concrete slab which was existing and its compliance with AS 2870, the energy compliance of the dwelling given the increase in habitable areas, if the new works were appropriately constructed in order to prevent timber pests or if the wall and ceiling framing were done in accordance with regulations could not be checked.

TERMS AND CONDITIONS

Scope of the Report

1. The scope of this report is strictly limited to works identified as having been undertaken by the owner-builder, as described in the drawings provided to ASTA Building Consultants (hereinafter referred to as "the Inspector") or as communicated by the Client (Vendor) acting as an owner-builder.
2. This report does **not** cover:
 - a. Parts of the building unrelated to the identified owner-builder works.
 - b. Works not disclosed to the Inspector by the owner-builder.
 - c. Existing or original parts of the structure or improvements that predate the owner-builder's involvement.
 - d. Maintenance or repair works involving replacement with similar materials (e.g., repainting or basic maintenance activities).
 - e. Non-structural works such as landscaping, fencing, retaining walls, or driveways, unless these are integral to the disclosed owner-builder works or otherwise require a building permit.
 - f. Wear and tear of the building works
3. Only the specific owner-builder works explicitly listed in this report and completed within the past 6.5 years have been assessed. Any other works or aspects of the property do not form part of this report.

Disclaimer of Liability

4. This report is prepared solely for the purposes of assessing the disclosed owner-builder works as of the date of inspection. It is provided based on a **reasonable visual inspection only** and under the weather conditions prevailing at the time of inspection.
5. **No warranty or guarantee:**
 - a. This report is not a guarantee or warranty that all faults, defects, or non-compliance issues have been identified.
 - b. This report is not an assurance that the inspected works are free of latent defects, faults, or deficiencies.
 - c. Any future issues, defects, or failures arising in the building are not covered by this report.
6. The Client (Vendor) is solely responsible for any defects, failures, or liabilities relating to the owner-builder works identified in this report.
7. The Inspector shall not be liable for:
 - a. Any undetected or concealed defects.
 - b. Defects or issues arising after the date of inspection due to normal wear and tear, inadequate maintenance, or structural degradation.
 - c. Any reliance by third parties on this report without prior written consent from ASTA Building Consultants.

Inspection Limitations

8. The inspection is non-invasive and limited to areas fully accessible and visible at the time of inspection. This includes, but is not limited to:
 - a. No structural components concealed by walls, floors, ceilings, or stored goods were examined.
 - b. No destructive testing was performed.
 - c. No removal or disturbance of materials, fixtures, or fittings was undertaken.
9. Inspections of the following elements are specifically excluded or limited:
 - a. Roof spaces, subfloors, and inaccessible areas beyond what can reasonably be accessed through manholes or other standard entry points using a ladder of up to 3.6 metres.
 - b. Plumbing, gas appliances, and electrical systems, which must be inspected by licensed professionals.
 - c. Pest activity (e.g., termites or borers), which requires assessment by a licensed pest inspector.
 - d. Asbestos or other hazardous materials, which require investigation by a qualified specialist.
 - e. Flood risk, soil contamination, or foundation integrity, which should be independently verified by engineering or geotechnical professionals.
10. Observations made regarding any systems or areas not within the Inspector's expertise, including electrical, plumbing, and gas systems, are provided as general opinions and do not constitute professional certification.

Limitations of Assessment

11. The report does not address defects or compliance with permits, regulations, or statutory requirements, including but not limited to:
 - a. Compliance with building permits or final inspections conducted by a relevant building surveyor.
 - b. Alterations or modifications to the building not disclosed to the Inspector.
 - c. Minor maintenance issues such as cosmetic flaws, minor cracking, or operational issues with doors or windows caused by normal settling or shrinkage.
12. This report reflects the condition of the property as of the date of inspection. It does not guarantee against future deterioration, defects arising from inadequate maintenance, or failures due to external factors, including extreme weather events.

Indemnity and Third-Party Use

13. This report is prepared for the sole use of the Client (Vendor). Any unauthorised distribution, reliance, or use of the report by third parties is prohibited. The Client agrees to:
 - a. Indemnify ASTA Building Consultants against any claims, losses, or liabilities arising from unauthorised use of this report.
 - b. Ensure that prospective buyers or third parties relying on the report acknowledge its limitations and disclaimers.
14. If this report is provided to third parties (e.g., buyers) under legislative requirements, such provision shall not constitute a waiver of the limitations or indemnities contained herein.
15. No responsibility is accepted to any third party.

Validity

16. This report remains valid for six months from the date of inspection. Building conditions and circumstances may change, necessitating a re-inspection.
17. The Inspector accepts no liability for defects or changes arising after the date of inspection or for reports relied upon beyond the stated validity period.

General Provisions

18. Any disputes regarding the content or interpretation of this report must be raised in writing within 14 days of receipt of the report.
19. This report is copyright-protected and remains the intellectual property of ASTA Building Consultants. Unauthorised reproduction or distribution is strictly prohibited.
20. By using this report, the Client acknowledges and agrees to these terms and conditions.

Additional Terms and Recommendations

21. This report is conditional upon the accuracy and completeness of information provided by the Client (Vendor) or their agents. Concealed defects or incomplete disclosure may limit its accuracy.
22. Moisture or water penetration issues are dependent on weather conditions at the time of inspection. We recommend monitoring affected areas over time and conducting detailed waterproofing assessments where necessary.
23. We strongly recommend special-purpose inspections for elements outside the scope of this report, including but not limited to:
 1. Waterproofing in wet areas.
 2. Electrical, plumbing, and gas systems.
 3. Load-bearing timber structures such as balconies and decks.
 4. Asbestos or hazardous materials, especially in properties built before 1988.

End of Report

ROADS PROPERTY CERTIFICATE

The search results are as follows:

New Vogue Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 710410

NO PROPOSALS. As at the 15th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

4 SIMS ROAD, KINGLAKE CENTRAL 3757
MURRINDINDI SHIRE COUNCIL

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

Date of issue: 15th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76782973 - 76782973114511 '710410'

Property Clearance Certificate

Land Tax



INFOTRACK / NEW VOGUE CONVEYANCING

Your Reference: 25-01544

Certificate No: 90737699

Issue Date: 16 MAY 2025

Enquiries: MXG16

Land Address: 4 SIMS ROAD KINGLAKE CENTRAL VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7843906	9	41480	8892	102	\$0.00

Vendor: RACHAEL WATSON & ANDREW WATSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ANDREW BRIAN WATSON	2025	\$760,000	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,190,000

SITE VALUE (SV): \$760,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 90737699

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
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 = \$3,210.00

Taxable Value = \$760,000

Calculated as \$2,250 plus (\$760,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$11,900.00

Taxable Value = \$1,190,000

Calculated as \$1,190,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 90737699

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: 90737699

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NEW VOGUE CONVEYANCING

Your Reference: 25-01544

Certificate No: 90737699

Issue Date: 16 MAY 2025

Enquires: MXG16

Land Address: 4 SIMS ROAD KINGLAKE CENTRAL VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7843906	9	41480	8892	102	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,190,000
SITE VALUE:	\$760,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90737699

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NEW VOGUE CONVEYANCING

Your Reference: 25-01544

Certificate No: 90737699

Issue Date: 16 MAY 2025

Land Address: 4 SIMS ROAD KINGLAKE CENTRAL VIC 3757

Lot	Plan	Volume	Folio
9	41480	8892	102

Vendor: RACHAEL WATSON & ANDREW WATSON

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: 90737699

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>Billers Code: 416073 Ref: 90737693</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: 90737693</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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MR ANDREW WATSON
C/- ANGELA CHRISTIANSEN
SUITE 5 174 MAIN STREET
CROYDON VIC 3136

Our reference: 7159006135388

Phone: **13 28 66**

15 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ANDREW,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411067290607
Vendor name	ANDREW WATSON
Clearance Certificate Period	15 May 2025 to 15 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS RACHEL M WATSON
C/- ANGELA CHRISTIANSEN
SUITE 5 174 MAIN STREET
CROYDON VIC 3136

Our reference: 7159294193712

Phone: **13 28 66**

26 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello RACHEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411069782240
Vendor name	RACHEL MARIE WATSON
Clearance Certificate Period	26 May 2025 to 26 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

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Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.











Vendor's Statement 01544

Final Audit Report

2025-05-26

Created:	2025-05-26
By:	Angela Christiansen (angela@nvconvey.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU9o5dVIRAnoNEWOxrJuRI3o4QMvdUsmy

"Vendor's Statement 01544" History

-  Document created by Angela Christiansen (angela@nvconvey.com.au)
2025-05-26 - 2:07:15 AM GMT
-  Document emailed to andrewsweb12@gmail.com for signature
2025-05-26 - 2:07:25 AM GMT
-  Document emailed to rachwatts2025@outlook.com for signature
2025-05-26 - 2:07:25 AM GMT
-  Email viewed by andrewsweb12@gmail.com
2025-05-26 - 2:08:08 AM GMT
-  Email viewed by rachwatts2025@outlook.com
2025-05-26 - 2:12:13 AM GMT
-  Signer rachwatts2025@outlook.com entered name at signing as Rachel watson
2025-05-26 - 2:13:21 AM GMT
-  Document e-signed by Rachel watson (rachwatts2025@outlook.com)
Signature Date: 2025-05-26 - 2:13:23 AM GMT - Time Source: server
-  Signer andrewsweb12@gmail.com entered name at signing as Andrew Watson
2025-05-26 - 6:17:46 AM GMT
-  Document e-signed by Andrew Watson (andrewsweb12@gmail.com)
Signature Date: 2025-05-26 - 6:17:48 AM GMT - Time Source: server
-  Agreement completed.
2025-05-26 - 6:17:48 AM GMT