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CONTRACT OF SALE OF REAL ESTATE

Vendor(s): Dannielle Sneddon and Russell Bilston

Property: 15 Outlook Road, Kinglake Vic 3763

Dott & Crossitt

Conveyancing + Solicitors

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 15 Outlook Road, Kinglake Vic 3763

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

The terms of this contract are contained in the:

Particulars of sale; and

Special conditions, if any; and

General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and

Vendor's Statement required by Section 32 (1) of the **Sale of Land**

Act 1962 as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing:

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

parties must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER on/... /

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/ /

Print name of person signing: Dannielle Sneddon and Russell Bilston

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Stone Real Estate- Whittlesea
of 1/75 Church Street, Whittlesea Vic 3757

Tel: 03 9716 2000

Ref: Dean Zammit

Email: deanzammit@stonerealestate.com.au

VENDOR(S)

Dannielle Sneddon and Russell Bilston

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Dott & Crossitt Solicitors
of 14 St Kilda Road, St Kilda, VIC 3182

Tel: 1800 870 407

Ref: 258893

Email: trish.ranieri@dottandcrossitt.com.au

PURCHASER

Name

Address

ABN/ACN

Email

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name

Address

Email

Ref Tel

LAND (general condition 3 &9)

The Land is described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 9576 Folio 972		CS 158348D

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

15 Outlook Road, Kinglake Vic 3763

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

PAYMENT

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

GST (refer to general condition 13)

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

-

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

-

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

-

SETTLEMENT

Is due on

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

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

LEASE

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

NOT APPLICABLE

TERMS CONTRACT

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

NOT APPLICABLE

LOAN (refer to general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

SUBJECT TO BUILDING & PEST (refer to Special Condition 28)

This contract does not include 'Building and Pest conditions' unless this box is ticked:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and

- 2.6 disclosures in the Vendor's Statement. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the [Personal Property Securities Act 2009 \(Cth\)](#) applies.

7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the security interest in respect of the property; or
- (b) a statement in writing in accordance with section 275(1)(b) of the [Personal Property Securities Act 2009 \(Cth\)](#) setting out that the amount or obligation that is secured is nil at the due date for settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the [Personal Property Securities Act 2009 \(Cth\)](#) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—

- (a) is not described by serial number in the Personal Property Securities Register; and
- (b) is predominantly used for personal, domestic or household purposes; and
- (c) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the [Personal Property Securities Act 2009 \(Cth\)](#), not more than that prescribed amount.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, the vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released.

7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—

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

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

8. Builder warranty insurance

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

9. General law land

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

MONEY

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on

an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax

invoice, unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on

the settlement date and any adjustment paid and received as appropriate.

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without

- (f) affecting the vendor's other rights under this contract; the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of

default, without affecting any other rights of the offended party.

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

- 28.4 If the contract ends by a default notice

given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the

resale and any resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

ANNEXURE A - SPECIAL CONDITIONS

1. Definitions

In these Special Conditions:

Act	Means the <i>Sale of Land Act 1962 (Vic)</i> .
Business Day	means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria and ends at 5:00 p.m. AEST.
Claim	means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not subject of a court order), Loss, charge, damage, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
Contract	means this contract of sale and includes all enclosures and annexures.
General Conditions	are the general conditions set out in in this Contract.
GST	means tax payable under the GST Law and includes penalty and interest.
GST Law	means the goods and services tax system which is Australian Law under the ' <i>A New Tax System (Goods and Services Tax) Act 1999</i> ' and associated legislation or any amendment or replacement of that Act or legislation.
Guarantee	means a guarantee and indemnity in the form annexed to this Contract as Annexure B.
Land	means the land described in the Particulars of Sale being the land sold pursuant to this Contract.
Law	means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the Land.
Loss	means any liability, charge, Claim, loss, damage, expense or costs including any legal costs on a solicitor/client basis.
Outgoings	means all rates, taxes, assessments, fees and other outgoings and includes, levies, fire insurance premiums, Owners Corporation fees (if any) or insurance premiums or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
Property	means the Property described in the Land panel in the Particulars of Sale sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract however they all mean the Property sold pursuant to this Contract. Property includes any fencing, sheds, tanks (if applicable).
Schedule	means a schedule to this Contract.
Vendor	means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.

Vendor's Representative means the Vendor's solicitors and selling agents.

2. Interpretation

In this Contract:

- (a) a reference to:
 - (i) any Law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
 - (ii) the singular includes the plural and vice versa;
 - (iii) an individual or person includes a corporation, firm, authority, government authority and vice versa;
 - (iv) any gender includes the other genders;
 - (v) a party to this Contract includes that party's executives, administrators, successors and permitted assigns;
 - (vi) a condition, annexure or Schedule is a reference to a condition, annexure or Schedule of this Contract; and
 - (vii) any specific time is a reference to a time in the Australian Eastern Standard Time (AEST) zone, unless otherwise provided.
- (b) 'Including' and similar expressions are not words of limitation.
- (c) Headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract.
- (d) If the whole of any part or a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- (e) Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- (f) The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- (g) In the interpretation of this Contract, no provision of this Contract will be construed adversely against a party solely on the grounds that the party was responsible for the preparation of this Contract or any part of it.
- (h) If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified date.
- (i) If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, valid, void, voidable or unenforceable.
- (j) If it is not possible to read down a provision as required in Special Condition 21 that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

3. General Conditions

- (a) General Conditions 28.3(b) do not apply to this Contract.
- (b) General Condition 12 is amended to include:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) 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.

(c) General Condition 14.2 is amended to include:

(e) includes in the written notice mentioned in paragraph (c), in addition to a letter from the Purchaser's proposed Lender written/printed on the Lender's prescribed letterhead confirming an application for finance for the amount specified in the Particulars of Sale was made by the Purchaser, and subsequently declined, with reasons for declining the loan application provided by the Lender.

4. Acknowledgements

(a) The Purchaser acknowledges, having received from the Vendor or the Vendor's Agent:

(i) the Vendor's Statement executed by the Vendor; and

(ii) a copy of this Contract;

that the Purchaser has read and understood those documents (including all attachments);

(b) The Purchaser further acknowledges that:

(i) no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the price payable by the Purchaser under this Contract has been made by or on behalf of any estate agent representing the Vendor;

(ii) no information, representation, comment, opinion or warranty by the Vendor or its agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied;

(iii) prior to signing this Contract, the Purchaser has satisfied itself by physical examination and inspection as to the state of repair, condition, fitness for purpose, quality, quantity, area, dimensions, location and titles of the Property and each and every part thereof;

(iv) any buildings or other improvements erected on the Property are in accordance with all relevant law,

and the Purchaser shall not make any requisition or objection, Claim for compensation or refuse or delay settlement and/or payment of the purchase price for any matters contained in this Special Condition.

5. Amendment to General Conditions

The Purchaser and the Vendor agree that if there is:

(a) any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions will prevail and have priority; and

(b) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions will prevail and have priority over this Special Condition.

6. Electronic Signature

(a) In this special 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.

(b) The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.

- (c) 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.
- (d) This Contract may be electronically signed any number of counterparts which together will constitute the one document.
- (e) 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.
- (f) 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.

7. Identity of Land

- (a) The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical with that described in the title particulars.
- (b) The Purchaser admits that any structure, fence or similar is located on or inside the boundary of the Land.
- (c) The Purchaser must not make any requisition or Claim any compensation for any alleged misdescription of the Land, or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

8. Encumbrances

The Purchaser:

- (a) buys the Property subject to any applicable Law including, without limitation, the requirement of any planning scheme;
- (b) admits that the Property is sold subject to the provisions of the Act; and
- (c) buys the Property subject to all easements and encumbrances affecting the Land including those disclosed in the Schedule of this Contract or in the Vendor's Statement and or created or implied by the Act.

9. Condition of Property, Services and Utilities

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Property entirely as a result of the Purchaser's own inspections, enquiries and due diligence in connection with the Property including any building works, fencing, tanks, sheds (if applicable) and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor(s) agents, or representatives in entering this Contract. No warranty or representation (whether express or implied) is given by the Vendor (or anyone on the Vendor's behalf) about:
 - (i) the nature, condition, quality or state of repair of the Property;
 - (ii) defects (latent or patent), dilapidation or infestation of the property, (including without limitation its environmental condition);
 - (iii) fitness of the property for any purpose; and
 - (iv) any use permitted by law or any development to which the property may be put;
- (b) the Land is sold subject to all statutory planning controls, zoning and planning restrictions and all restrictions on the use of the Land thereby imposed by all competent authorities. Any restriction on the use of the Land sold under any town planning Act or Scheme or imposed by any authority empowered by legislation to control the use of the Land will not, and will not be deemed to, constitute a defect in the Vendors' title or affect the validity of this Contract;

- (c) any improvements on and in connection with the Land and Property including pool & spa fencing, boundary fencing, tanks, sheds (if applicable) may be subject to, or require compliance with, any Laws and any failure to comply with any Laws will not, and will not be deemed to, constitute a defect in the Vendor's title or affect the validity of this Contract;
- (d) the Purchaser shall not make any requisition, or objection, or refuse or delay payment of the contract price, or Claim compensation in respect of any matter in connection with Special Condition 9.

10. Purchaser's Warranty

The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced; and
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against the Purchaser in accordance with their terms.

11. Stamp duty – More Than One Person

- (a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this Contract correctly records as at the day of sale, the proportions in which they are buying the Property ("the proportions"):

Name.....%

Name.....%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (c) The Purchaser(s) shall fully indemnify the Vendor, the Vendor's Representatives or representative against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract or any other matter whatsoever.
- (d) This Special Condition shall not merge on completion of this Contract.

12. Nomination

If this Contract states that the Property is sold to a named Purchaser "and/or nominee" or words to similar effect, the named Purchaser shall only have the right for a period of not less than 14 days before the settlement date to nominate a substitute or additional Purchaser ("the Nominee"), and:

- (a) any nomination must be in writing;
- (b) the named Purchaser and the Nominee must execute all other documents required by the Vendor's Representative with respect to the nomination;
- (c) the Nominee and any of its guarantors, shareholders and trustees (as applicable) shall remain personally liable for the due performance of the Purchaser's obligations under this Contract;
- (d) the Purchaser and the Nominee and any of its guarantors, shareholders and trustees (as applicable) are jointly and severally liable for the performance of the Purchaser's obligations under this Contract and payment of any expense resulting from the nomination; and
- (e) the Nominee is deemed to have accepted title to the Property.

General Condition 18 does not apply to this Contract.

13. Indemnity and Guarantee

If a Purchaser or its Nominee is a corporation (other than a corporation listed on a recognised stock exchange) then each person who signs on behalf of that corporation:

- (a) shall be personally liable for the due performance of that Purchaser's obligations under this Contract to the same extent as if that person had signed as a Purchaser; and
- (b) shall procure the execution by all directors and principal shareholders of that corporation of a Guarantee in the form marked "Annexure B" annexed to this Contract.

The Guarantee duly executed and stamped shall be delivered to the Vendor's solicitor within fourteen (14) days of the day of sale. Where the Purchaser fails to so deliver the Guarantee executed by all persons contemplated by this Special Condition, then the Purchaser is deemed to be in default under this Contract and the Vendor shall be entitled to exercise all the rights of a Vendor arising from default under this Contract.

14. FIRB

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board or any other relevant Authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract;
- (c) In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keep indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as a result of the Vendor having relied on this warranty at the time of entering into this Contract;
- (d) if this Contract is ended as a result of the Purchaser's breach of Special Condition, or Special Condition 14(b), the Purchaser forfeits the deposit to the Vendor as its absolute property.

15. Outgoings

The parties acknowledge and agree that all periodic Outgoings payable by the Vendor in respect of the Property include, without limitation, rates, and other Outgoings in respect of the Property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

The Purchaser must prepare and deliver a Statement of Adjustments of the Outgoings, together with current certificates issued by the relevant authority/ies supporting the proposed adjustments to the Vendor's Representative no later than five (5) Business Days prior to the due date for Settlement, failure to provide the Statement of Adjustments and supporting certificates within this timeframe will be considered as a default by the purchaser and a penalty of \$90 plus GST will be payable by the Purchaser by way of adjustment. The supporting certificates must not be dated more than 90 days prior to the scheduled Settlement date, if supporting certificates are not provided, the Purchaser authorises the Vendors Solicitor to order the required certificates at the Purchasers expense. If Settlement does not occur on the date set out in the adjustments, the Purchaser will be required to readjust and deliver the Adjustments to the Vendor's Representatives with changes to the amounts. The Vendor is not obliged to settle until 2 business days following the Statement of Adjustments and supporting certificates being provided by the Purchaser.

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;
- (b) the Purchaser is liable for the periodic Outgoings and entitled to the rent and other income from the day after settlement;
- (c) any personal statutory benefit available to the Purchaser is disregarded in calculating apportionment; and
- (d) all Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor.
- (e) General Condition 15.2(b) does not apply to this Contract.

16. Default Expenses

- (a) If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser must pay in addition to any other moneys payable to the Vendor, any legal costs on a solicitor own client basis incurred by the Vendor as a result of any such default by the Purchaser.
- (b) The Purchaser must pay the Vendor all costs, Loss and expenses incurred by the Vendor due to any breach of this Contract by the Purchaser.
- (c) The Purchaser agrees that Loss which the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation,
 - (i) interest payable by the Vendor in relation to the loans secured on the Property for the period from the date that the balance is payable under this Contract to the date the balance is paid;
 - (ii) interest incurred on bridging finance (if required) obtained by the Vendor for the same period to cover the Vendor's intended use of the price and the costs of that bridging finance;
 - (iii) if the Vendor is usually accommodated in the Land, accommodation costs incurred by the Vendor and the cost of storing the Vendor's Property usually kept in the Land;
 - (iv) legal costs and expenses as between the Vendor and the Vendor's Representative incurred by the Vendor as a result of such breach / default;
 - (v) a fee for rescheduling settlement either on the day of settlement or on a day subsequent agreed at \$110.00 (inclusive of GST) for each occasion that settlement is rescheduled; and
 - (vi) penalties payable by the Vendor to any third party (including penalty interest) through any delay in completion of any purchase by the Vendor.

The Purchaser agrees that such Loss is/are reasonably foreseeable resulting directly from the Purchaser's default / breach.

- (d) If the Purchaser fails to pay any amount due by the due date for payment, the Purchaser will be required to pay interest on all funds outstanding at a rate being 4% higher than the rate fixed by section 2 of the *Penalty Interest Rate Act 1993* (VIC).
- (e) General Conditions 25, 26 do not apply to this Contract.

17. Whole Agreement

All covenants, provisions, terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other or their agent or representative on or before the execution of this Contract and the existence of such implication or collateral or other agreement is hereby expressly negated.

18. Notices

- (a) Notices and/or documents served under this Contract may be given or received by any party by being served / delivered on the respective parties' solicitor / conveyancer, and must be:
- (i) in writing;
 - (ii) transmitted by email; or
 - (iii) hand delivered to the respective parties' solicitor / conveyancer; or
 - (iv) express posted to the respective parties' solicitor / conveyancer's registered place of practice or address otherwise stated in the Particulars of Sale; or
 - (v) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
- (b) Receipt
- Any notice given in accordance with this Special Condition 20, is be deemed to have been received:
- (i) If posted, on the 3rd Business Day after posting unless proved otherwise;
 - (ii) If transmitted by email, on transmission, unless such transmission occurs after 5:00 p.m. on any Business Day or non-Business Day, in such event, receipt will be deemed to be 9:00 a.m. on the next Business Day.
 - (iii) If hand delivered, at the time of such delivery.

19. Severability

If any part of this Contract is or becomes void or unenforceable or is illegal, then that part shall, if possible, be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible, the provisions of any Act (Federal or State present or future) shall not apply to this Contract so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise detrimentally affect any rights, remedies or powers of the Vendor.

20. Reading Down

The conditions of this Contract shall be so construed as not to infringe the provisions of any Act whether State or Federal but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the infringing condition cannot be so read down, it shall be deemed to be void and severable and the remaining of this Contract shall have full force and effect.

21. Contra Proferentem

In interpreting this Contract, no rules of construction shall apply to the disadvantage of the Vendor on the basis that the Vendor prepared the Contract or any part thereof.

22. Vendor's Successors in Title

In the event the Vendor dies before the settlement date of this Contract, the Purchaser agrees the settlement date is postponed until 10 Business Days after a Grant of Probate or Letters of Administration by the relevant court of competent jurisdiction, or, lodgment and completion of a Survivorship Application. For the avoidance of doubt, the death of the Vendor prior to settlement will not be deemed to be a default of this Contract. The

Purchaser shall not make any requisition, objection, or Claim, for compensation or refuse or delay settlement and/or payment of the purchase price for any matters contained in this Special Condition.

23. Auction Provisions

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

24. Foreign Resident Capital Gains Withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.8 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)*.

15A.9 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST Withholding

[Note: This Special Condition only applies if the Property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the Purchaser is 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 15B is to be taken as relieving the Vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 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 settlement system described in general condition 15B.6.

However, if the Purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

15B.8 The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 7 days before the due date for settlement.

15B.9 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 3 Business Days of a written request. The party providing the information warrants that it is true and correct.

15B.10 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.

15B.11 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 the Vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the Purchaser's reasonable belief that the Property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

15B.12 This general condition will not merge on settlement.

26. Deposit Payment Method

The parties agree that payment of the deposit amount specified in the Particulars of Sale of this Contract must only be made or tendered by the Purchaser(s) in cash or by electronically transferring the payment in the form of cleared funds or, if the parties agree, by cheque drawn on an authorised deposit-taking institution. The parties further agree that payment by means of deposit bond(s) and/or bank guarantee(s) are not acceptable forms of payment of the deposit and will be treated as the Purchaser(s)' default.

27. Sale Subject to Building and Pest Inspection

- 27.1 This Contract is subject to the Purchaser/s (at their expense and by a registered building practitioner or architect of their choice) obtaining a written building inspection report showing no major structural defects within seven days of the Purchaser/s signing the Contract of Sale. Should the report show a major structural defect, the Purchaser/s may end this Contract, but only if the Purchaser/s serves written notice on the Vendor/s together with a copy of the report within seven days of the Purchaser/s signing this Contract.
- 27.2 This Contract is subject to the Purchaser/s (at their expense and by a licensed pest control operator of their choice) obtaining a written pest inspection report showing no current or recent termite activity within seven days of the Purchaser/s signing the Contract of Sale. Should the report show current or recent termite activity, the Purchaser/s may end this Contract, but only if the Purchaser/s serves written notice on the Vendor/s together with a copy of the report within seven days of the Purchaser/s signing this Contract.
- 27.3 Special Condition 27 only applies to this Contract if the relevant box is ticked in the Particulars of Sale.

Auction Rules

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules Sch. 5

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the

property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than:
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.
- Substantial penalties apply to any person who does any of the things in this list.

Who made the bid? Sch. 5

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

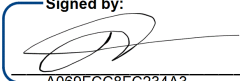
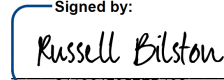
Vendor Statement

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	15 OUTLOOK ROAD, KINGLAKE VIC 3763
-------------	------------------------------------

Vendor's name	Dannielle Sneddon	Date	4/2/2025
Vendor's signature	<p>Signed by:</p>  A069FCC8FC234A3...		
Vendor's name	Russell Bilston	Date	5/2/2025 /
Vendor's signature	<p>Signed by:</p>  2113647957FB402...		

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
--------	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(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. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

VOLUME 09576 FOLIO 972

Security no : 124121690618S
Produced 03/02/2025 02:36 PM

LAND DESCRIPTION

Land in Plan of Consolidation 158348D.
PARENT TITLES :
Volume 09023 Folio 889 to Volume 09023 Folio 890
Created by instrument CP158348D 08/10/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DANNIELLE SNEDDON
RUSSELL BILSTON both of 10 CRESSER STREET ALTONA NORTH VIC 3025
AV722043B 09/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV722044Y 09/06/2022
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE CP158348D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 OUTLOOK ROAD KINGLAKE VIC 3763

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 09/06/2022

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	CP158348D
Number of Pages (excluding this cover sheet)	1
Document Assembled	03/02/2025 14:36

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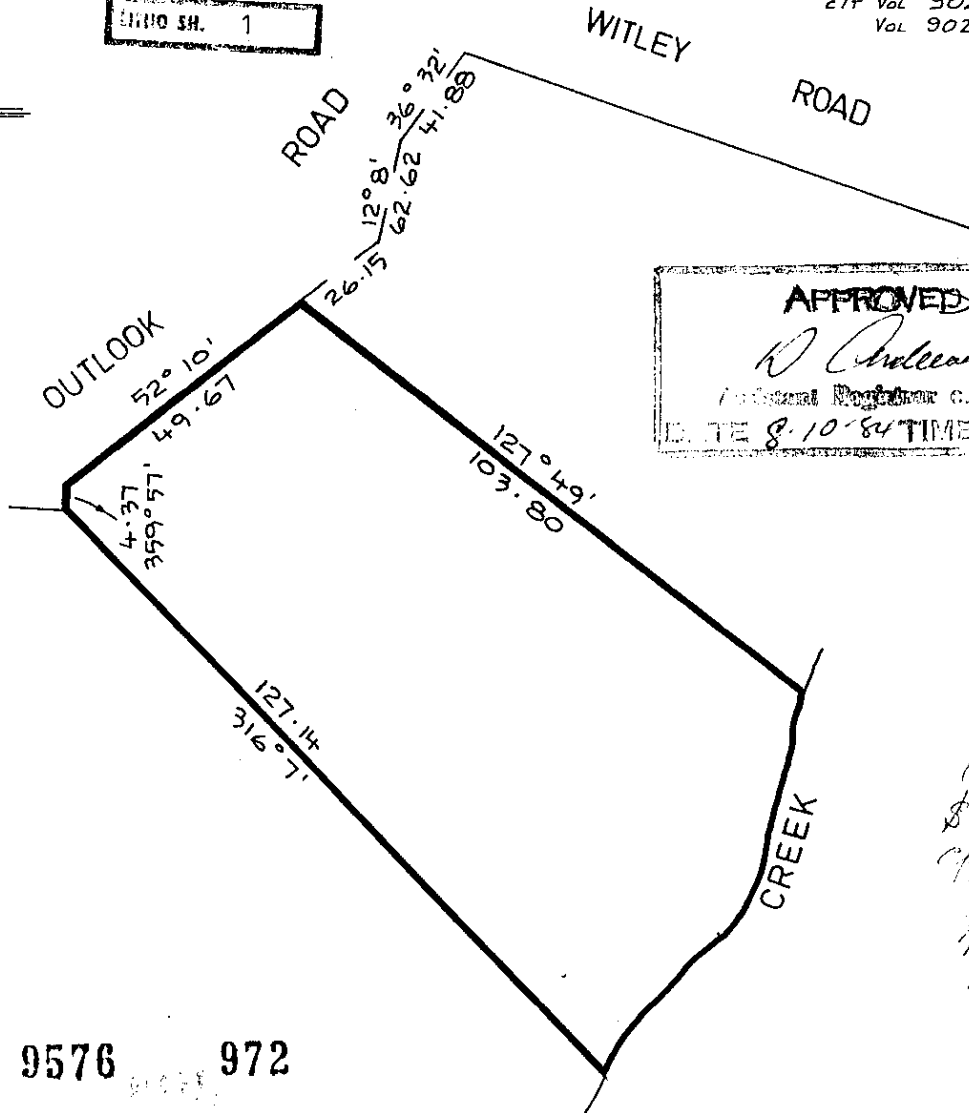
CP158348D

PLAN OF CONSOLIDATION
PART OF CROWN ALLOTMENT 39
PARISH OF KINGLAKE
COUNTY OF EVELYN



c/r Vol 9023 Fol 889
 Vol 9023 Fol 890

SHIRE 1



APPROVED
D. Anderson
 Professional Registrar of Surveyors
 DATE 8.10.84 TIME 8.55

CP158348D

CP
 Approved
 \$47 →
 (1) (2) Produced
 28/9/84

9576 972

SEAL & ENDORSEMENT OF MUNICIPALITY

Sealed Pursuant to the provisions of Sec. 569 A B of the Local Gov. Act

in the presence of the Mayor, Councillors and Ratepayers of the Shire of Enham on the 10th day of SEPTEMBER 1984

Mayor: *[Signature]*
 Councillor: *[Signature]*

SURVEYORS CERTIFICATION

I certify that this plan has been made by me or under my immediate supervision and accords with title.

Michael Gray
 LICENSED SURVEYOR

DATED 10-7-1984

REF 3447-C

LAWLOR AND LOY PTY. LTD.
 SURVEYORS AND TOWN PLANNING CONSULTANTS
 SUITE 2 122 PARA ROAD MONTMORENCY 3094
 PHONE 435-2422

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1106504

APPLICANT'S NAME & ADDRESS

DOTT & CROSSITT C/- TRICONVEY (RESELLER) C/-
LANDATA

DOCKLANDS

VENDOR

BILSTON, RUSSELL

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

390223

This certificate is issued for:

PLAN CP158348 ALSO KNOWN AS 15 OUTLOOK ROAD KINGLAKE
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

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/>

03 February 2025

Sonya Kilkeny
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.

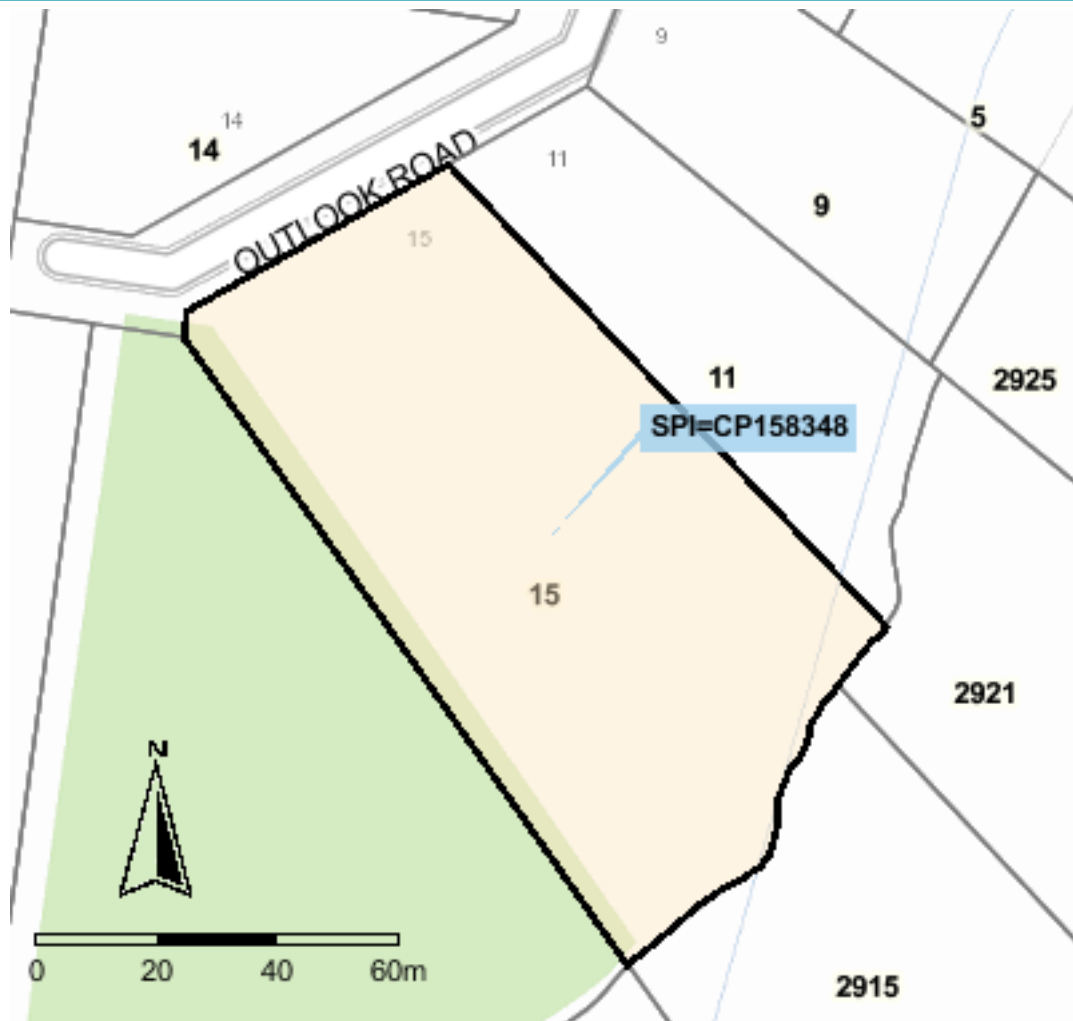
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 February 2025 12:14 PM

PROPERTY DETAILS

Address: **15 OUTLOOK ROAD KINGLAKE 3763**
 Lot and Plan Number: **Plan CP158348**
 Standard Parcel Identifier (SPI): **CP158348**
 Local Government Area (Council): **MURRINDINDI**
 Council Property Number: **7051**
 Planning Scheme: **Murrindindi**
 Directory Reference: **Melway 396 D12**

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

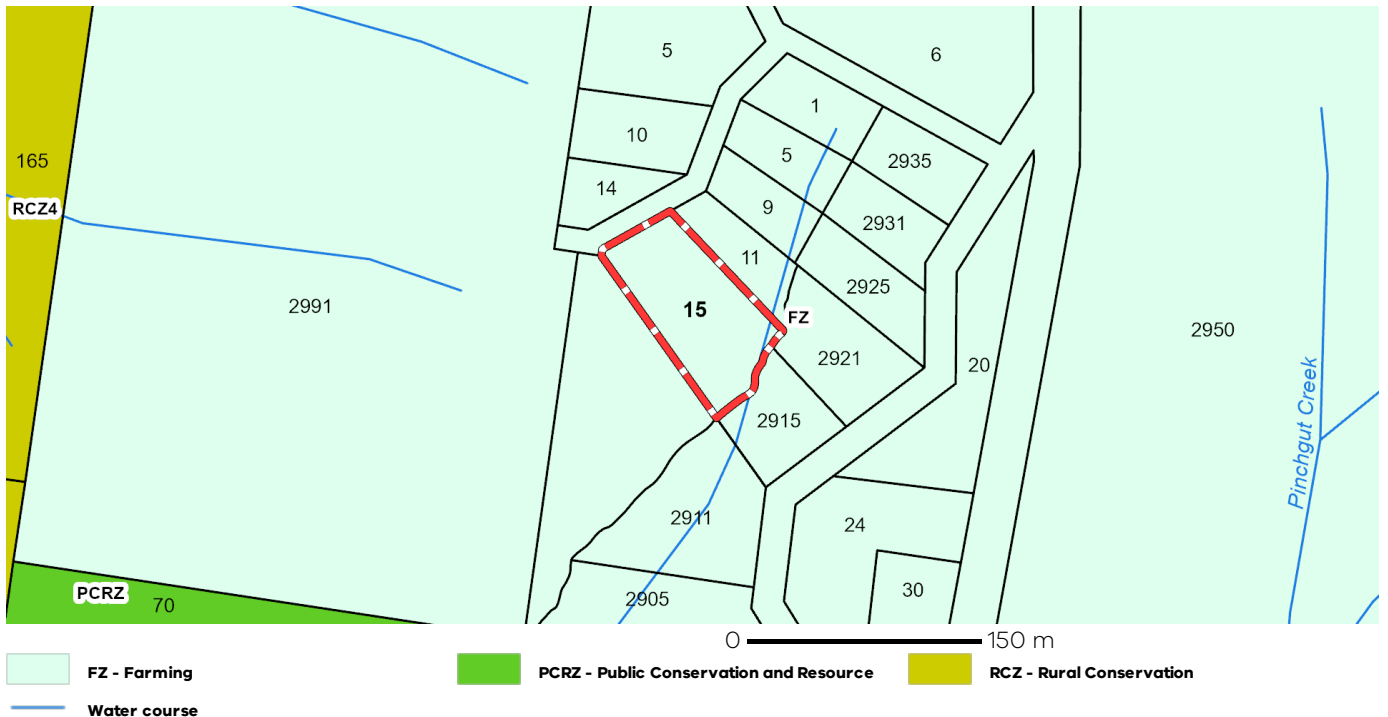
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[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.

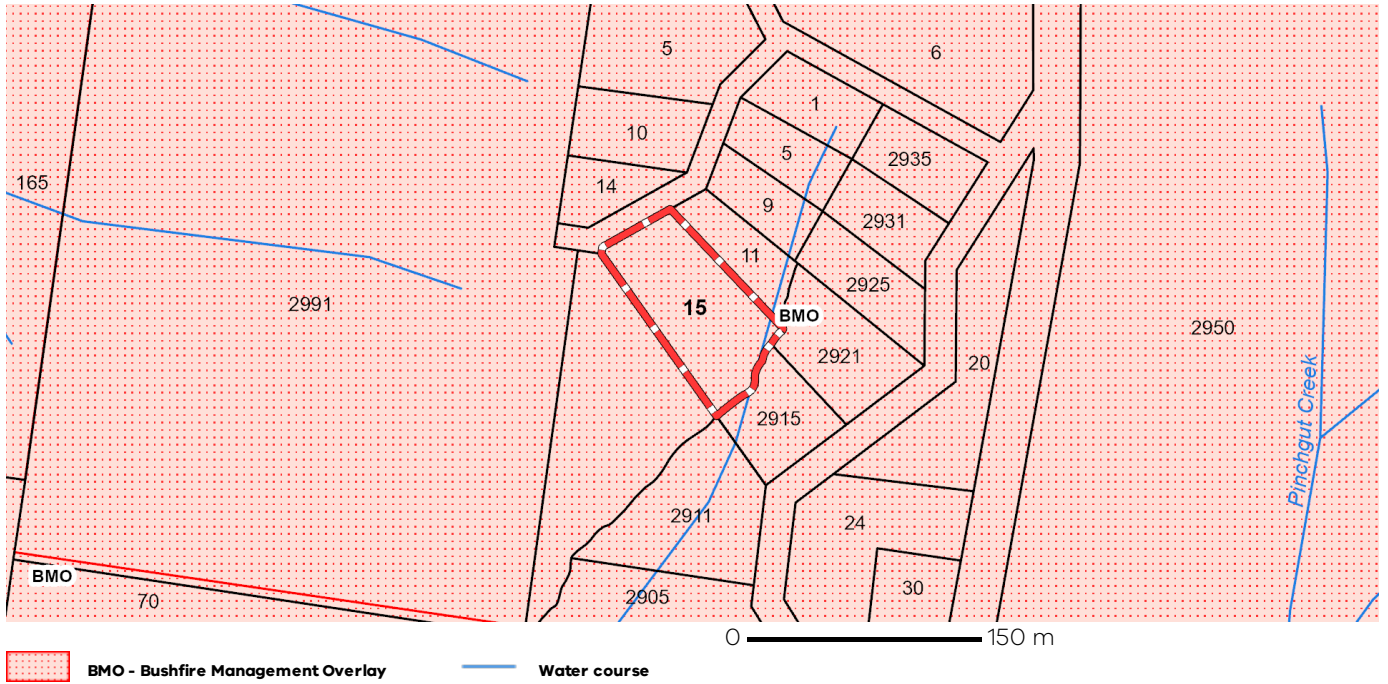
PLANNING PROPERTY REPORT



Department of Transport and Planning

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (NILLUMBIK)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (MURRINDINDI)



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

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

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 30 January 2025.

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

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

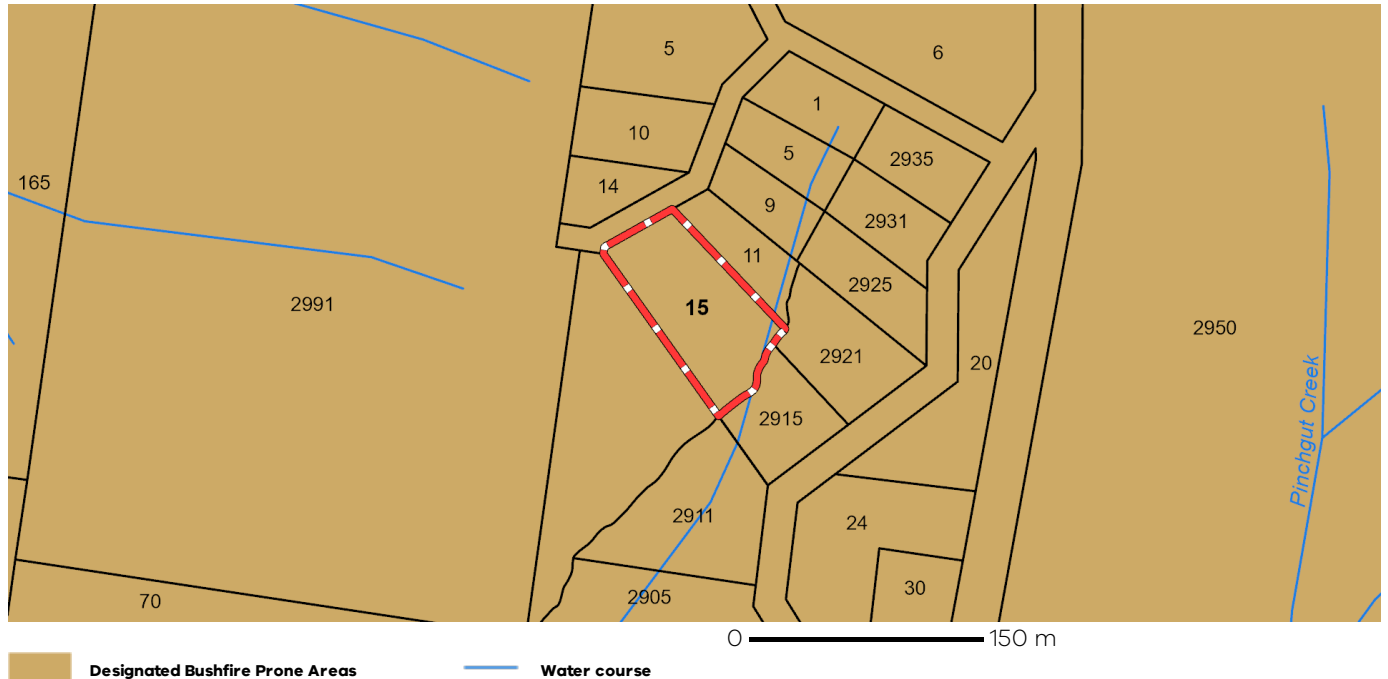
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dott & Crossitt C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 390223

NO PROPOSALS. As at the 3th February 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®.

15 OUTLOOK ROAD, KINGLAKE 3763
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: 3th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75709366 - 75709366143453 '390223'



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

3rd February 2025

Dott & Crossitt C/- Triconvey (Reseller) C/- LAND
LANDATA

Dear Dott & Crossitt C/- Triconvey (Reseller) C/- LAND,

RE: Application for Water Information Statement

Property Address:	15 OUTLOOK ROAD KINGLAKE 3763
Applicant	Dott & Crossitt C/- Triconvey (Reseller) C/- LAND LANDATA
Information Statement	30915440
Conveyancing Account Number	7959580000
Your Reference	390223

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
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Yarra Valley Water Property Information Statement

Property Address	15 OUTLOOK ROAD KINGLAKE 3763
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan. If no assets can be seen, email easyaccess@yvw.com.au to seek servicing options available to the property.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



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yvw.com.au

Melbourne Water Property Information Statement

Property Address	15 OUTLOOK ROAD KINGLAKE 3763
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

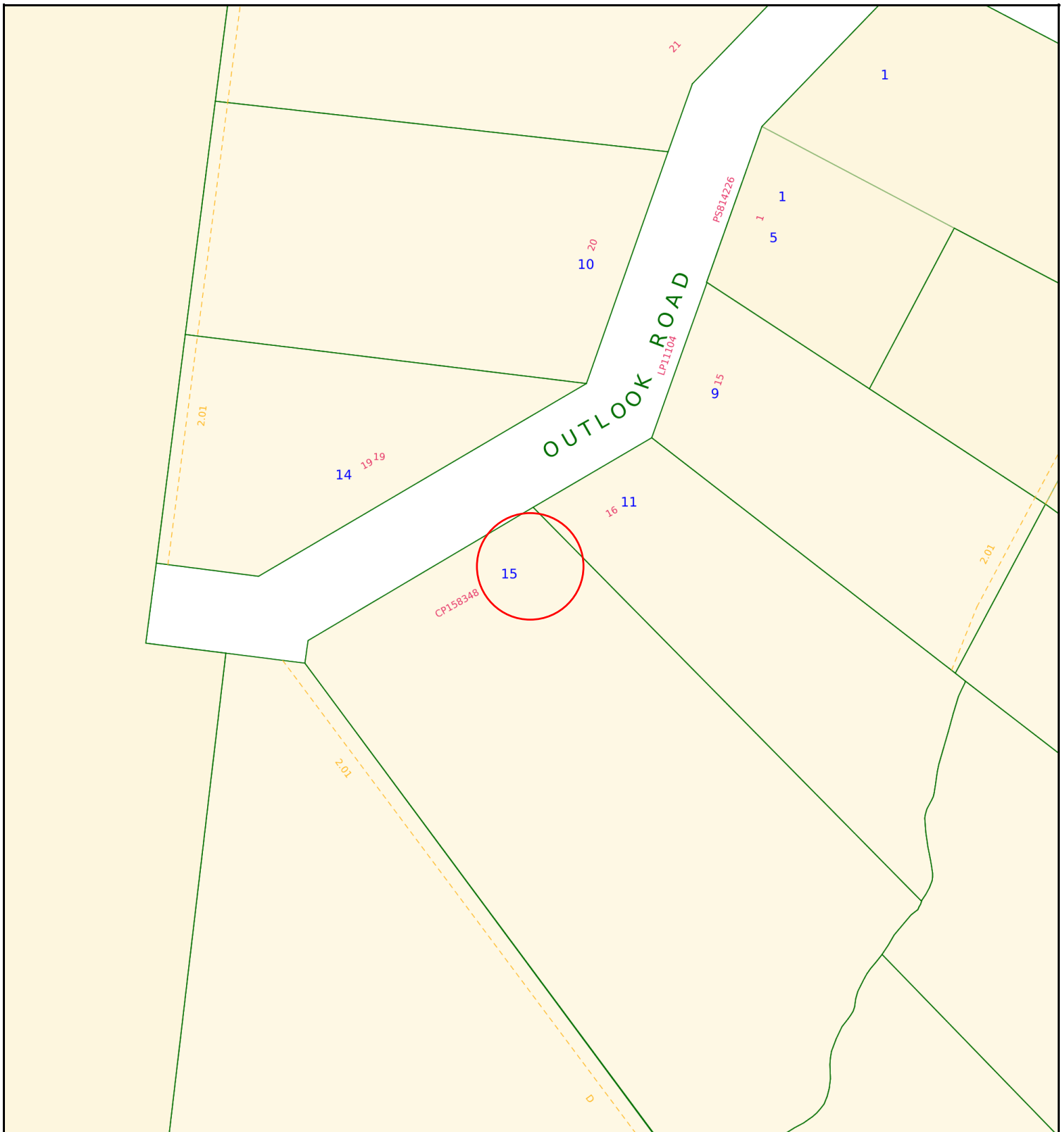
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)



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














Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30915440	Address	15 OUTLOOK ROAD KINGLAKE 3763			 Yarra Valley Water ABN 93 066 902 501
	Date	03/02/2025			
	Scale	1:1000			

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



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yvw.com.au

Dott & Crossitt C/- Triconvey (Reseller) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4878484965
Rate Certificate No: 30915440

Date of Issue: 03/02/2025
Your Ref: 390223

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 OUTLOOK RD, KINGLAKE VIC 3763		1220080	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$16.52	\$16.52

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	Balance Brought Forward \$0.00
	Total for This Property \$38.02

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1220080

Address: 15 OUTLOOK RD, KINGLAKE VIC 3763

Water Information Statement Number: 30915440

HOW TO PAY



Bill Code: 314567
Ref: 48784849653

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / DOTT & CROSSITT

Your Reference:	258893 VIC
Certificate No:	83226027
Issue Date:	03 FEB 2025
Enquiries:	ESYSPROD

Land Address: 15 OUTLOOK ROAD KINGLAKE VIC 3763

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23028100		158348	9576	972	\$2,409.00

Vendor: DANNIELLE SNEDDON & RUSSELL BILSTON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR RUSSELL BILSTON	2025	\$249,000	\$975.00	\$975.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR RUSSELL BILSTON	2024	\$1,434.00	\$0.00	\$1,434.00

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):	\$249,000
SITE VALUE (SV):	\$249,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,409.00



Notes to Certificate - Land Tax

Certificate No: 83226027

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 = \$975.00

Taxable Value = \$249,000

Calculated as \$975 plus (\$249,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,490.00

Taxable Value = \$249,000

Calculated as \$249,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 83226027

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: 83226027

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 / DOTT & CROSSITT

Your Reference:	258893 VIC
Certificate No:	83226027
Issue Date:	03 FEB 2025
Enquires:	ESYSPROD

Land Address: 15 OUTLOOK ROAD KINGLAKE VIC 3763

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23028100		158348	9576	972	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	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:	\$249,000
SITE VALUE:	\$249,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83226027

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 / DOTT & CROSSITT

Your Reference:	258893 VIC
Certificate No:	83226027
Issue Date:	03 FEB 2025

Land Address: 15 OUTLOOK ROAD KINGLAKE VIC 3763

Lot	Plan	Volume	Folio
	158348	9576	972

Vendor: DANNIELLE SNEDDON & RUSSELL BILSTON

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.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 83226027

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: 83226027</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: 83226027</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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