

Contract of sale of land

Property: 1 Tavistock Court, Craigieburn VIC 3064



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Bruce Gray

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: jenniterhaar@stonerealestate.com.au
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

Vendor

Name: Bruce Gray

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2024/1301

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 09944 Folio 497	1230	214569N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1 Tavistock Court, Craigieburn VIC 3064

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature including the washing machine, refrigerator, dishwasher, stove, microwave, outside furniture and the TV in the master bedroom.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

- 14.1 The Purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) If there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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 written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 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 cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
 - (c) The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

Special Condition 4 – Building and Pest Inspection

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
 - (i) Purchaser name;
 - (ii) The loan amount requested;
 - (iii) Date the Purchaser applied for the loan;
 - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
 - (v) Reason the loan approval was declined.
 - (d) is not in default under any other condition of this contract when the notice is given.

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

Special Condition 8 - Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 9 - Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

Special Condition 10 - Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

Special Condition 11 - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 12 - Auction clause

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

Special Condition 13 – Priority of Conditions

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

Special Condition 14 – Loss and Damages

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

Special Condition 15

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

Special Condition 16

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or her Agent except such as are made conditions of this contract.

Special Condition 17

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements or present state of the land and buildings (if any) as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

Special Condition 18

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

Special Condition 19

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Vendor will incur additional costs of \$165 (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

Special Condition 20 – Chattels

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain them in working condition at or prior to settlement.

Special Condition 21 – Condition of the Walls

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

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

Special Condition 22 – No Land Tax Adjustment

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

Special Condition 23 – Windfall Gains Tax (WGT)

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

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

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

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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 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 the reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

DATED / /

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

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

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

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

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

GST RESIDENTIAL WITHHOLDING NOTIFICATION

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of
the property.

To: The Purchaser
Property: 1 Tavistock Court, Craigieburn VIC 3064
Vendor: Bruce Gray

The Purchaser **is not** required to make a payment under section 14-250 of the
Act in relation to the sale of property.

DATED 5 September 2024

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor

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	1 TAVISTOCK COURT, CRAIGIEBURN VIC 3064
-------------	---

Vendor's name	Bruce Gray	Date
Vendor's signature	<i>Bruce Gray</i> _____	05/09/2024

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(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):

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is 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:

Are as follows
None to the best of th Vendor's knowlege.

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 type="checkbox"/>	Gas supply <input 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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 09944 FOLIO 497

Security no : 124117846735C
Produced 30/08/2024 07:56 AM

LAND DESCRIPTION

Lot 1230 on Plan of Subdivision 214569N.
PARENT TITLE Volume 09891 Folio 910
Created by instrument LP214569N 12/04/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRUCE GRAY of 1 TAVISTOCK COURT CRAIGIEBURN VIC 3064
AY354766G 30/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument R515621U 28/08/1991

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 LP214569N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY352678P (E)	NOMINATION OF ECT TO LC	Completed	29/08/2024
AY354766G (E)	SURVIVORSHIP APPLICATION	Registered	30/08/2024

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

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

Street Address: 1 TAVISTOCK COURT CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 24240S COMPLETE HOME CONVEYANCING
Effective from 30/08/2024

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP214569N
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/08/2024 07:56

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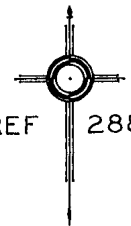
PLAN OF SUBDIVISION OF
PART OF CROWN SECTION 16
PARISH OF YUROKE
COUNTY OF BOURKE

✓ 9891 F 910

APPROVED 12/4/90

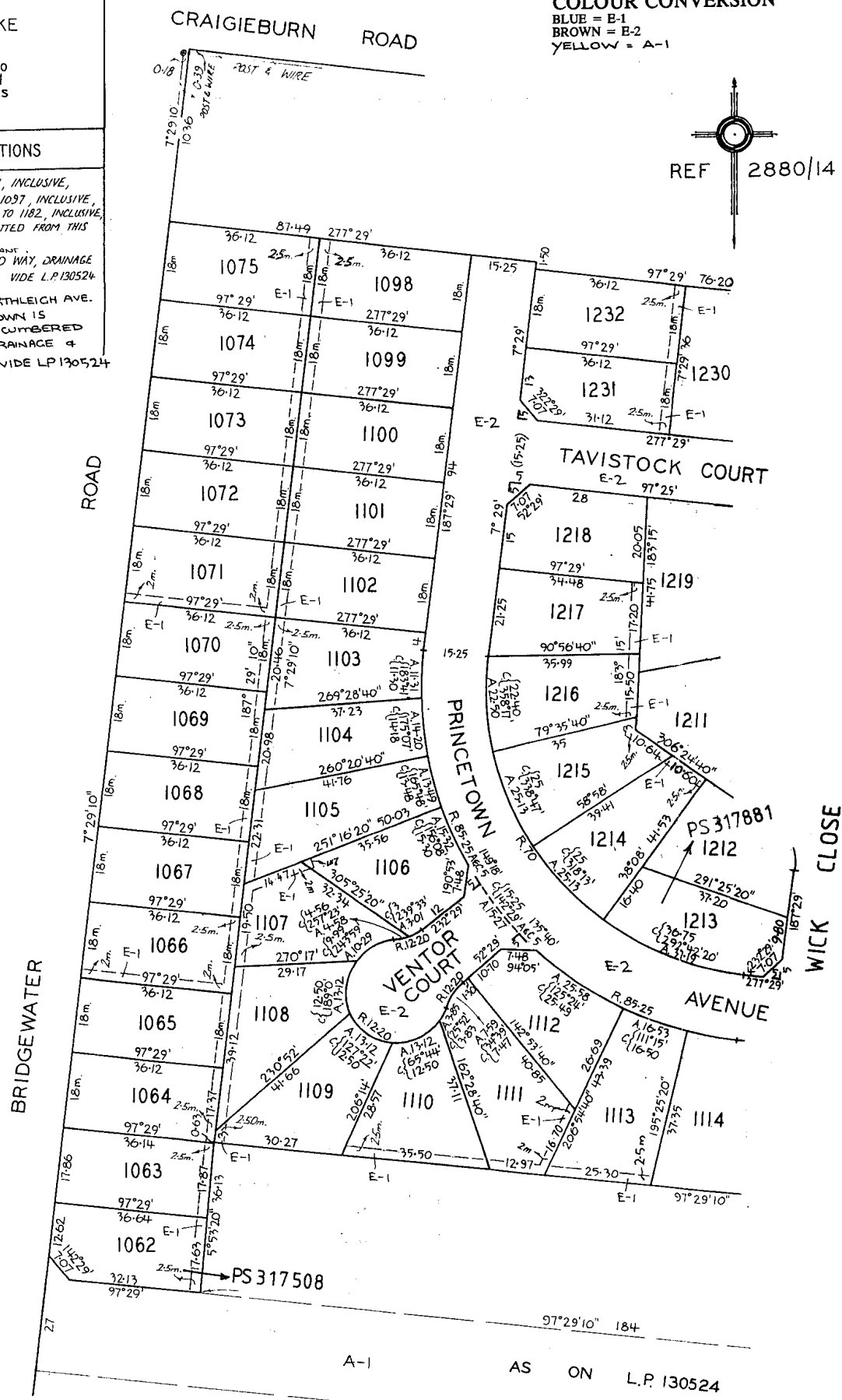
LP 214569N
EDITION 2
~~PARISH/TOWNSHIP~~/CHART 5

COLOUR CONVERSION
BLUE = E-1
BROWN = E-2
YELLOW = A-1



REF 2880/14

APPROPRIATIONS	NOTATIONS
BLUE: DRAINAGE AND SEWERAGE	LOTS 1 TO 1061, INCLUSIVE, LOTS 1076 TO 1097, INCLUSIVE, AND LOTS 1137 TO 1182, INCLUSIVE, HAVE BEEN OMITTED FROM THIS PLAN.
BROWN: WAY, DRAINAGE AND SEWERAGE	
YELLOW: IMPLIY WAY, DRAINAGE AND SEWERAGE VIDE L.P.130524	
	APPURTENANT PART OF NORTBLEIGH AVE. COLOURED BROWN IS FURTHER ENCUMBERED BY WAY & DRAINAGE & SEWERAGE VIDE LP130524



2 SHEETS
SHEET 1

A-1 AS ON L.P. 130524

277°29'10"



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	R515621U
Number of Pages (excluding this cover sheet)	2
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PATRICK J CANNON COBURN & ASSOCIATES
~~JOHN COX & DEWEY & ASSOCIATES~~

Titles Office Use Only
200891 1225 45 39 R515621U

Code ~~717a~~ 0591V

R515621U

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

Lot 1230 on Plan of Subdivision No. 214569N
Certificate of Title Volume 9944 Folio 497

Consideration (Note 6)

THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00)

Transferor (Note 7)

BRANDY WOODS PTY. LTD.

Transferee (Note 8)

BRUCE GRAY and LINDA MARREE GRAY
36 Hampden Street Upfield
as joint proprietors

Estate and Interest (Note 9)

All its estate and interest in the fee simple

Directing Party (Note 10)

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

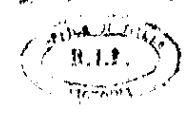
STAMP DUTY CHECKED
STAMP DUTIES OFFICE
VICTORIA
R515621U

Comptroller of Stamp Duties

Office Use Only



Approval 3/9
T2/1



"The said BRUCE GRAY and LINDA MARREE GRAY for themselves and their executors heirs administrators and transferees and other the registered proprietor or proprietors for the time being of the said land HEREBY COVENANT and as separate covenants with the said BRANDY WOODS PTY. LTD., and its successors in Title and other the registered proprietor or proprietors of the Lots in Plan of Subdivision No. 214569N other than the said land hereby transferred that they will not build or cause to be built on any part of the land sold any dwelling having an external surface constructed with less than eighty per cent (80%) brick or brick veneer excluding glazing and such dwelling shall not have a living area of less than 115 square metres or have a roof constructed or clad with reflective material or to build or cause to be built or to place or cause to be placed on any part of the land sold any caravan or mobile home or temporary or removable building or any building moved from another site other than a builder's shed and that for a period of twenty-four (24) months from the date of final settlement of the sale unless a dwelling house has been constructed on the land sold they will not erect cause or permit to be erected on the land sold or any part thereof any sign stating that the land is or may in the future be for sale and it is intended that this covenant shall run at law and in equity with the land hereby transferred and shall appear as an encumbrance on any Certificate of Title to issue herefore."

DATED the 12th day of AUGUST 1991.

THE SEAL of BRANDY WOODS PTY. LTD.)
No. was hereunto affixed in)
accordance with its Articles of)
Association in the presence of:)



Director: *[Signature]*

Secretary: *[Signature]*

SIGNED by the Transferees in the)
presence of:)

x *[Signature]*
x *[Signature]*
L119

[Signature]
Woods

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 619665

NO PROPOSALS. As at the 30th August 2024, 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®.

1 TAVISTOCK COURT, CRAIGIEBURN 3064
CITY OF HUME

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: 30th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74059253 - 74059253075515 '619665'

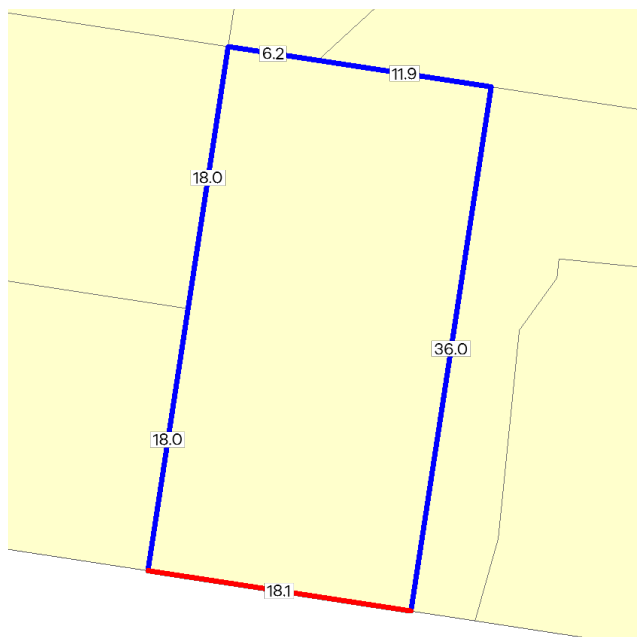
PROPERTY DETAILS

Address: **1 TAVISTOCK COURT CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 1230 LP214569**
Standard Parcel Identifier (SPI): **1230\LP214569**
Local Government Area (Council): **HUME**
Council Property Number: **404461**
Directory Reference: **Melway 386 K12**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 650 sq. m

Perimeter: 108 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

PLANNING INFORMATION

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

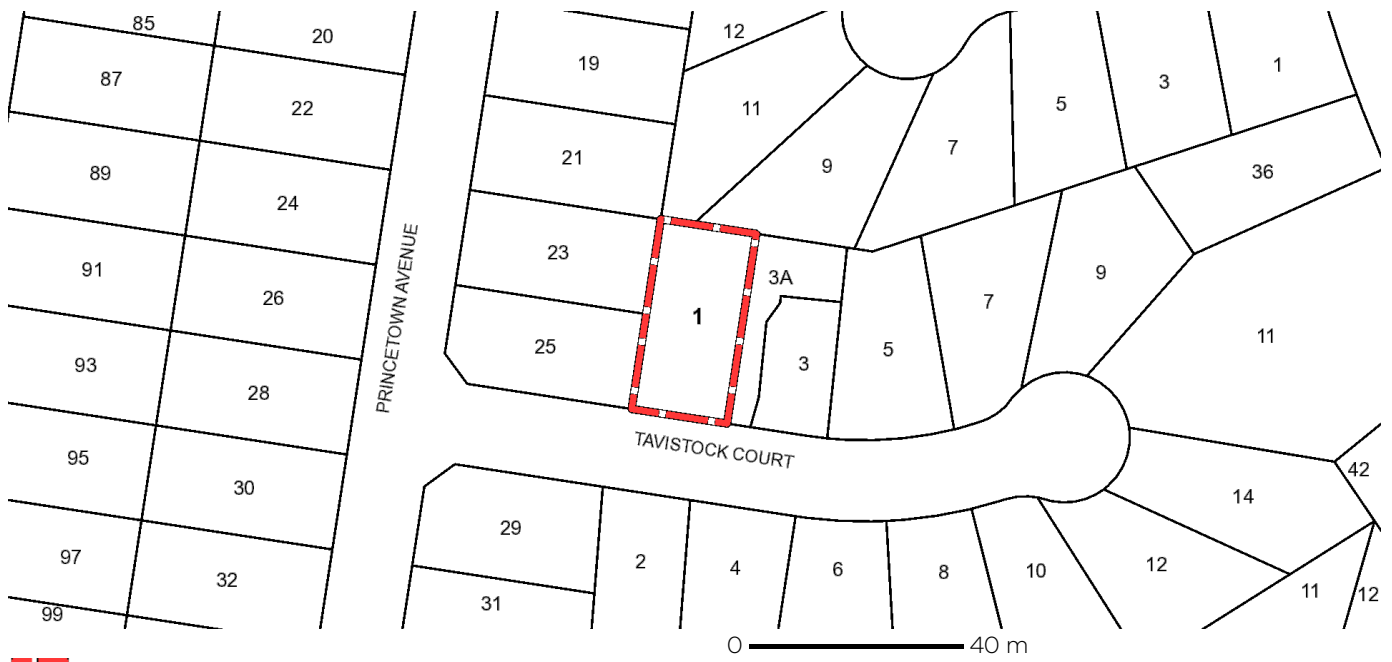
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 05 September 2024 02:19 PM

PROPERTY DETAILS

Address: **1 TAVISTOCK COURT CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 1230 LP214569**
Standard Parcel Identifier (SPI): **1230\LP214569**
Local Government Area (Council): **HUME**
Council Property Number: **404461**
Planning Scheme: **Hume**
Directory Reference: **Melway 386 K12**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

OTHER

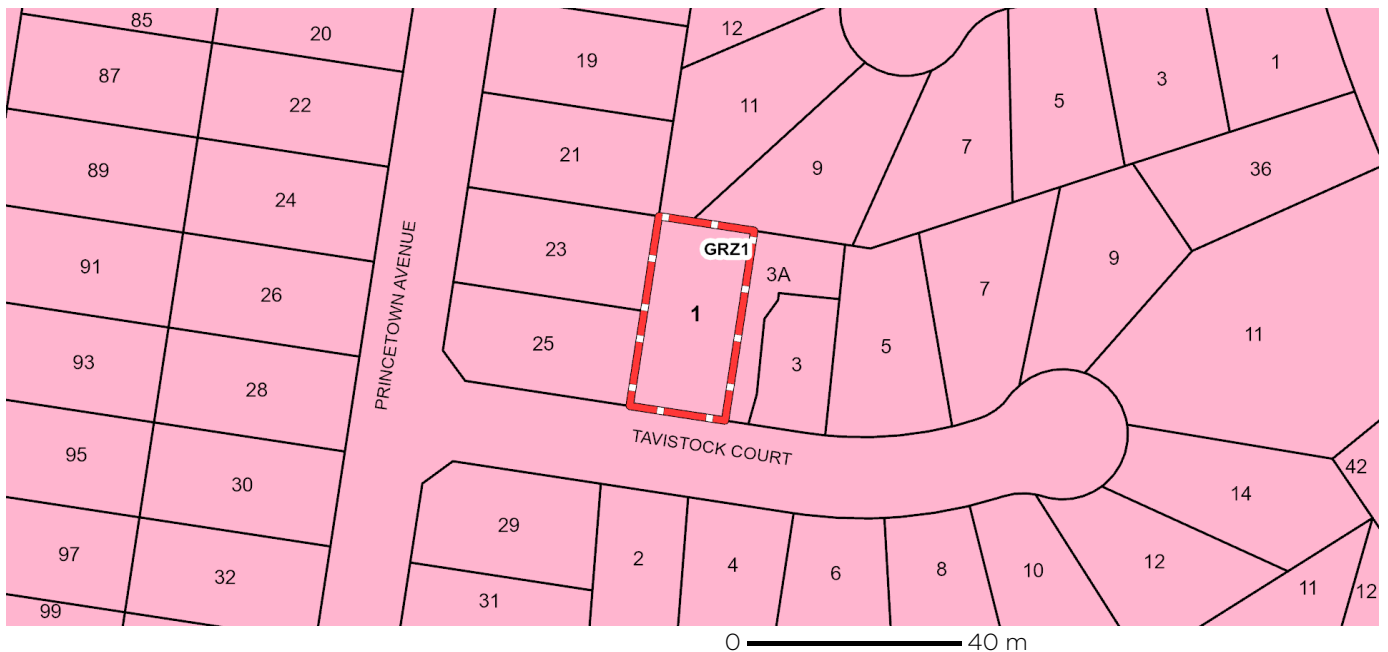
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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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).

Further Planning Information

Planning scheme data last updated on 4 September 2024.

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

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

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

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

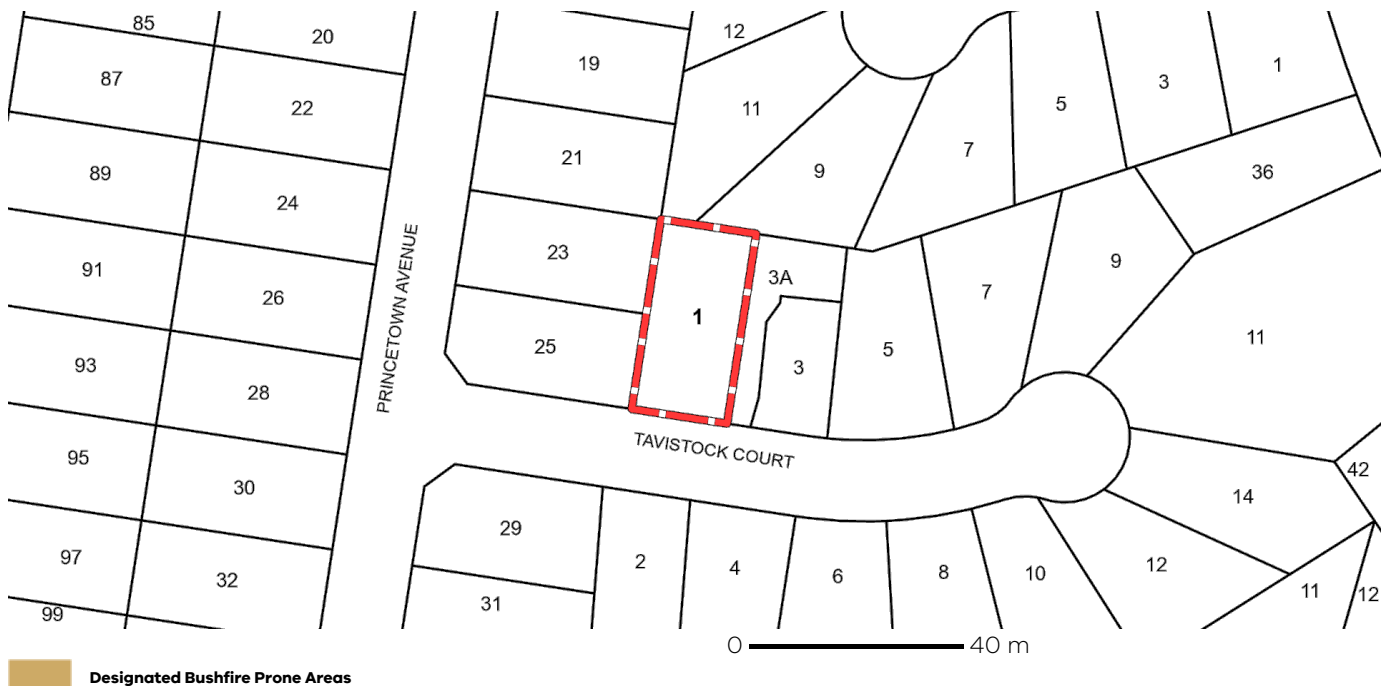
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Our Reference: **WBPI039978**
Your Reference: **619665**
Property Details: **1 TAVISTOCK CT**
CRAIGIEBURN VIC 3064
LOT 1230 LP 214569N VOL 9944 FOL 497
Property Number: **404461**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **BRUCE GRAY & LINDA MARREE GRAY (ESTATE)**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date

Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

Please note
Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.
Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.
This advice is based on the most current information in Council's records.


.....
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 30 August 2024

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.



Your rates and valuation notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200



B GRAY & L M GRAY (ESTATE)
1 TAVISTOCK CT
CRAIGIEBURN VIC 3064

PROPERTY NUMBER: 404461
PAYMENT REFERENCE: 9196643
DATE OF ISSUE: 31/08/2023



For emailed notices:
hume.enotices.com.au
Reference: 87F5F16D4I



025
1029252
R4_3713

PROPERTY DETAILS

1 TAVISTOCK CT CRAIGIEBURN VIC 3064
Lot 1230 LP 214569N Vol 9944 Fol 497
Owner Details: BRUCE GRAY Estate of the late LINDA MARREE GRAY (ESTATE)

Site Value

\$445,000

Capital Improved Value

\$590,000

Net Annual Value

\$29,500

Level of Value Date: 01/01/2023 AVPCC: 110-Detached Dwelling
Date Adopted for Rating Purposes: 01/07/2023

* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

RATES, CHARGES AND REBATES

General Rate	0.0023143 x \$590,000	\$1,365.40
Kerbside Waste Charge	\$295.74	\$295.74
Public Waste Charge Pensioner	\$150.93	\$150.93
Pension Rebate State		-\$253.20
Pension Rebate Council		-\$40.00
Vic State Gov FSPL Residential Fixed*	\$125.00	\$125.00
Vic State Gov FSPL Residential Variable*	.000046 x \$590,000	\$27.10
Pension Rebate on Fire Services Levy		-\$50.00
Payments & Adjustments		-\$1,542.50
Total Amount Due		\$78.47

INSTALMENT 1

\$0.00

Payable 30/09/2023

INSTALMENT 2

\$0.00

Payable 30/11/2023

INSTALMENT 3

\$0.00

Payable 29/02/2024

INSTALMENT 4

\$78.47

Payable 31/05/2024

HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (BPAY View Registration No: 9196643)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9196643



DIRECT DEBIT
Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



POST BILLPAY
BILLPAY CODE: 0862
REF: 9196643



IN PERSON
Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



*862 9196643



MAIL
Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay



Your quarterly bill



613594-001 000042(83) D025

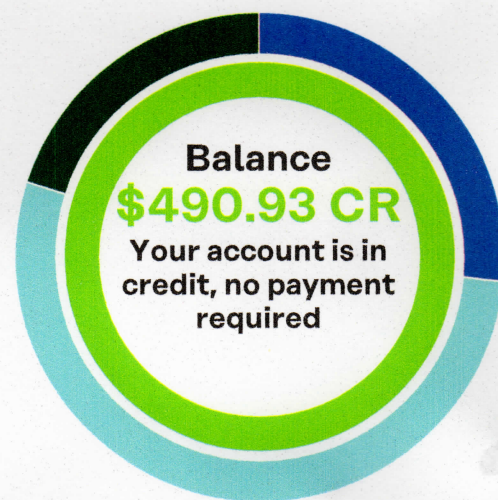
MR B GRAY
1 TAVISTOCK CT
CRAIGIEBURN VIC 3064

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	34 8826 0000
Invoice number	3482 7770 81544
Issue date	22 Mar 2024
Property address	1 TAVISTOCK CT CRAIGIEBURN
Property reference	1485350, LOT 1230
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$201.14 CR
Payment received thank you	-\$100.00
Balance carried forward	\$301.14 CR
This bill	
Usage charges	\$66.88
Service charges	
Water supply system	\$20.04
Sewerage system	\$114.46
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Adjustments	
Pension and concession rebate	-\$441.65
Total this bill (GST does not apply)	-\$189.79
Total balance	\$490.93 CR



Important note

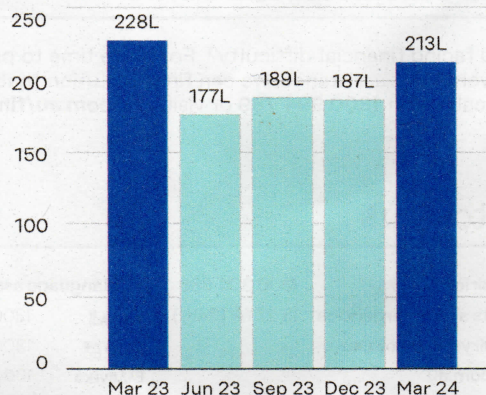
Your bill includes the parks charge, which is now billed quarterly.

Your concession has been applied to this bill.

- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 150L of water use per person, per day.



Property Clearance Certificate

Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1301

Certificate No: 79682847

Issue Date: 30 AUG 2024

Enquiries: ESYSPROD

Land Address: 1 TAVISTOCK COURT CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22551508	1230	214569	9944	497	\$0.00

Vendor: BRUCE GRAY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRUCE GRAY	2024	\$445,000	\$0.00	\$0.00	\$0.00

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

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

Comments:

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

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: \$590,000

SITE VALUE: \$445,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 79682847

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,785.00

Taxable Value = \$445,000

Calculated as \$1,350 plus (\$445,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79682847

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: 79682847

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 / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1301

Certificate No: 79682847

Issue Date: 30 AUG 2024

Enquires: ESYSPROD

Land Address: 1 TAVISTOCK COURT CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22551508	1230	214569	9944	497	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	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: \$590,000

SITE VALUE: \$445,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79682847

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 / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1301

Certificate No: 79682847

Issue Date: 30 AUG 2024

Land Address: 1 TAVISTOCK COURT CRAIGIEBURN VIC 3064

Lot	Plan	Volume	Folio
1230	214569	9944	497

Vendor: BRUCE GRAY

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: 79682847

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: 79682845</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: 79682845</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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THIS REPORT IS VALID FOR (6) MONTHS FROM THE DATE OF MOST RECENT INSPECTION.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)

- Owner-builders are required under Section 137B of the Building Act 1993 to provide Warranty Insurance for building work they have carried out on their property if the value of the work was \$16,000 or greater for the remainder of the 6 (six) year period that starts from the time of completion of construction.
- Domestic building work more than \$16,000 will require domestic building insurance and will cover costs up to \$300,000 to fix structural defects for six years, and non-structural defects for two years.
- Domestic building work that is structural will not require domestic building insurance if it is has been completed more than six years from the date of this report.
- Domestic building work that is not structural will not require domestic building insurance if it is has been completed more than two years from the date of this report.

Site Address: No.1 Tavistock Court Craigieburn VIC 3064

Date of report: 02/09/2024

Date of inspection: 02/09/2024

Weather conditions at time of inspection Fine Cloudy Wet Windy
 Other (please specify)

Name of prescribed building practitioner: Salvatore Mamone B.Arch (Architect & Registered Building Inspector)
Address: 144 Centenary Drive Mill Park Victoria **Post Code:** 3082
Registration No. Architect: 15347 **Signature:** *Salvatore Mamone*
 RBP: IN-L 41272

Report Legend:	
✓	No Visible Fault
M	Fault – Categorised as either minor or a Maintenance Issue
NC	Non-Compliance issue or has not been constructed in accordance with permit documents.
NP	This structure has been constructed without a Building permit.
X	A major or a Structural Defect
C	Incomplete
N	Not accessible
-----	Not Relevant
P	Partial Access
U	Untested

Description of the building and materials used in construction:	
Floor Structure: - -----	Stumps / Piers: - -----
Footings: - -----	
Floor Coverings: - Tiles within: <ul style="list-style-type: none"> ○ Bathroom. ○ Ensuite. ○ Laundry. 	
Wall Structure: - -----	



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Roof Structure: - -----	
External Wall Cladding: - -----	
Internal Wall Lining: - Wall tiles.	
Internal Ceiling Lining: - -----	
Roof Cladding: - -----	
Windows & Doors: - -----	
Number of storeys: - One.	
Services connected to the owner built works and their condition:	
Electrical: ✓	Air-Conditioning: - -----
Gas: ✓	Heating: - -----
Water: ✓	Hot Water System: - -----
Sewerage: ✓	Intercom: - -----
Stormwater: -----	Alarm System: -----
Septic:-----	Ducted Vacuum: -----
Rain Tank: -----	Smoke Detectors: -----
“BAL” level if known: - Not Known	
Description of Works:	
New House or Alterations & Additions as instructed by the Owner Builder:	
<p>1.0 Non-Structural work:</p> <p>1.1 Refurbished existing kitchen. The refurbishment consists:</p> <p style="margin-left: 40px;">1.1.1 Joinery cupboards.</p> <p style="margin-left: 40px;">1.1.2 Joinery Draws.</p> <p style="margin-left: 40px;">1.1.3 Pantry cupboards.</p> <p style="margin-left: 40px;">1.1.4 Appliances;</p> <p style="margin-left: 80px;">1.1.4.1 Gas cooktop and oven unit.</p> <p style="margin-left: 80px;">1.1.4.2 Rangehood.</p> <p style="margin-left: 80px;">1.1.4.3 Dishwasher.</p> <p style="margin-left: 40px;">1.1.5 Stainless steel sink and mixer tap.</p> <p style="margin-left: 40px;">1.1.6 Stone splashback.</p> <p style="margin-left: 40px;">1.1.7 Overhead cupboards.</p> <p style="margin-left: 40px;">1.1.8 Stone bench top.</p> <p>1.2 Refurbishment to the existing bathroom. The refurbishment consists of:</p> <p style="margin-left: 40px;">1.2.1 Floor tiles.</p> <p style="margin-left: 40px;">1.2.2 Wall tiles.</p> <p style="margin-left: 40px;">1.2.3 Bath.</p> <p style="margin-left: 40px;">1.2.4 Mixer taps.</p> <p style="margin-left: 40px;">1.2.5 Vanity unit.</p> <p style="margin-left: 40px;">1.2.6 Basin with mixer tap.</p> <p style="margin-left: 40px;">1.2.7 Mirror shaving cabinet.</p> <p style="margin-left: 40px;">1.2.8 Shower:</p> <p style="margin-left: 80px;">1.2.8.1 Preformed polymarble.</p> <p style="margin-left: 80px;">1.2.8.2 Wall tiles.</p> <p style="margin-left: 80px;">1.2.8.3 Shower head.</p> <p style="margin-left: 80px;">1.2.8.4 Mixer tap.</p>	



1.3 Refurbishment to the existing ensuite. The refurbishment consists of: <ul style="list-style-type: none"> 1.3.1 Floor tiles. 1.3.2 Wall tiles. 1.3.3 Mixer taps. 1.3.4 Vanity unit. 1.3.5 Basin with mixer tap. 1.3.6 Mirror shaving cabinet. 1.3.7 Shower: <ul style="list-style-type: none"> 1.3.7.1 Wall tiles. 1.3.7.2 Shower screen. 1.3.7.3 Shower head. 1.3.7.4 Mixer tap.
1.4 Refurbishment to the existing laundry. The refurbishment consists of; <ul style="list-style-type: none"> 1.4.1 Wall tiles. 1.4.2 Laundry trough unit with stainless steel sink and mixer tap.
Property Owner/s Name/s:
Name/s: Bruce Gray
Name/s:-----
Address: No.1 Tavistock Court Craigieburn VIC 3064
Address:-----
Contact Phone Number/s: 0418 368 707
Site details
House location on Street: - North
Site falls / graded to: - -----
Vegetation: - -----
Site Drainage: - -----
Condition of concrete paths / Paving: - -----
Attached & Detached Structures from the owner built works:
Garage / Carport: - -----
Pergola: - -----
Veranda: - -----
Front Porch: - -----
Alfresco: - -----
Timber Deck: - -----
Bungalow / Studio: - -----
Garden Shed: - -----
Pool / Spa: - -----
Pool / Spa Equipment:



- -----	
Pool / Spa Fence:	
- -----	
Retaining Walls:	
- -----	
External Construction:	
Footings:	
- -----	
If Masonry – Damp Proof Course & Mortar Condition:	
- -----	
Wall Structure:	
- -----	
Wall finish:	
- -----	
Sub floor Ventilation (Where Applicable):	
- -----	
Weep Holes Base of walls (Where Applicable):	
- -----	
Weep Holes above window & door openings in walls (Where Applicable):	
- -----	
Eaves:	
- -----	
Doors:	
- -----	
Windows:	
- -----	
Sill Gaps Ground floor windows:	
- -----	
Sill Gaps upper level windows:	
- -----	
Roof Cladding:	
- -----	
Fascia Gutters:	
- -----	
Box Gutters:	
- -----	
Flashing & Capping:	
- -----	
Flashing to attached structures:	
- -----	
Down Pipes:	
- -----	
Roof pitch:	
- -----	
Miscellaneous:	Kitchen Equipment:
Hot Water System: ✓	Range hood: ✓
Cold Water Pressure: ✓	Stove / Cooktop: ✓
Hot Water Pressure: ✓	Oven: ✓
Water Hammer: _____	Sink: ✓
Fire Place: _____	Dishwasher: ✓
Ducted Vacuum: _____	Taps: ✓
Kitchen:	



Floor Structure: -----	Ventilation: ✓
Floor Coverings: ✓	Electrical Power & Lights: ✓
Walls: -----	Heating: -----
Ceilings: -----	Cooling: -----
Doors: -----	Dampness: -----
Windows: -----	Flyscreen: -----
Joinery / Cupboards: M3	Splash back: ✓
Bathroom No.1:	
Floor Structure: -----	Ventilation: ✓
Floor Coverings: ✓	Electrical Power & Lights: ✓
Walls: ✓	Heating: -----
Ceilings: -----	Cooling: -----
Doors: -----	Dampness: ✓
Window: -----	Flyscreen: -----
Joinery: ✓	Splash back: ✓
Exhaust Fan: ✓	Vanity: ✓
Shower: M1	Bath: ✓
WC (Seat & Pan & Cistern): ✓	Taps: ✓
Mirror: ✓	Basin: ✓
	Water Proofing: - Unable to view
Ensuite:	
Floor Structure: -----	Ventilation: ✓
Floor Coverings: NC2	Electrical Power & Lights: ✓
Walls: ✓	Heating: -----
Ceilings: -----	Cooling: -----
Doors: -----	Dampness: ✓
Window: -----	Flyscreen: -----
Joinery: ✓	Splash back: ✓
Exhaust Fan: ✓	Vanity: ✓
Shower: ✓	Bath: -----
WC (Seat & Pan & Cistern): ✓	Taps: ✓
Mirror: ✓	Basin: ✓
	Water Proofing: - Unable to view

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION):

Please refer to the fault / maintenance number adjacent the item for identification. The fault / maintenance number will have a letter in front of it such as an “M” – refer to the fault / maintenance identification legend to identify the letter placed in front of each fault / maintenance number. Use of the fault / maintenance numbers is achieved by corresponding the numbering with the individually numbered faults / maintenance item identified within the back section of this report.

Notes:
1.0 Timbers that are exposed to the weather may be prone to premature degradation – vigilant monitoring required.
2.0 Timbers that are close to or in the ground may be prone to premature degradation – vigilant monitoring required.
3.0 Paths & gardens surrounding the property to be monitored for water retention during & following rain periods.



4.0 Gutters & roof surface to be maintained cleaned to prevent build up of debris & potential gutter / down pipe / stormwater system blockage
5.0 Site drainage to be monitored – water retained along the base of walls of the building or close to the base of the walls of the building may become problematic.
6.0 In situ tiled shower floors require vigilant monitoring as these in time may become problematic if floor tile gradients do not comply with the floor gradient requirements as stipulated within AS3958.1 (Shower floors require a gradient of 1:60 and 1:80)
7.0 In accordance with the requirements of the Victorian Building Authority; A retaining wall built on a property boundary or within 900mm of a property boundary at any height requires a building permit.
8.0 In accordance with the requirements of the Victorian Building Authority; A retaining wall built on a property more than 900mm away from any boundary greater than 1.0m in height requires a building permit.
9.0 In accordance with the requirements of the Victorian Building Authority; A timber deck requires a building permit.
10.0 In accordance with the requirements of the Victorian Building Authority; Construction of a veranda attached to a building requires a building permit.
11.0 In accordance with the requirements of the Victorian Building Authority; Alteration to a structural element of a building including; window openings, door openings, alterations to walls, alterations to roof, alterations to floor, etc, requires a building permit.
12.0 In accordance with the requirements of the Victorian Building Authority; Construction of a shed greater than 10m ² requires a building permit.
13.0 Surface water drainage will be assessed in accordance with Section 3.1.2.3 of NCC Volume Two BCA 2010: 13.1(a) The finished ground level adjacent buildings; The external finished surface surrounding the slab must be drained to move surface water away from the building & graded to give a slope of no less than 25mm over the first 1.0m for surfaces that are reasonably impermeable (Concrete paving). 13.2(b) Finished slab heights: The height of the slab on ground above external finished surfaces must be not less than: 13.2.1 100mm above the finished ground level in low rainfall or sandy well drained areas. 13.2.2 50mm above impermeable (paved or concrete areas) that slope away from the building in accordance with (a). 13.2.3 150mm in any other case.
14.0 In accordance with the requirements of AS3727; fixed building elements such as walls, posts, pilasters, down pipes etc are required to be isolated from concrete pavement and all paving by installation of 10mm wide expansion foam.
15.0 Recessed Luminaires / Down Lights: 15.1 In accordance with manufacturers requirements insulation is to be kept clear of recessed luminaires / Down lights. 15.2 A sign is required at the entrance into the roof space if recessed luminaires / Down lights have been installed.



List of defects in the building/s:*	
M1: - Minor cosmetic hairline cracking propagating through grout perimeter of the shower base.	
NC2: - Water stop has not been installed located at the tiled edge of the door threshold. This does not comply with AS3740.	
M3: - Number of joinery cupboards and draws are out of alignment.	
Incomplete Works:	
Sub Floor:	
Stumps / Piers:	Services:
Framing:	Accessibility:
Floor:	
Sub floor Walls:	
Sub floor Ground:	
Moisture:	
Roof Space:	
Structure:	Insulation:
Roof Cladding:	Accessibility:
Roof Services:	
Roof Ventilation:	
Sarking:-----	
Areas of the building/s inaccessible at the time of inspection:	
1.0 Furniture within rooms obstructing vision in parts. Testing may not have been exhaustive.	
Documents Sited / Viewed at time of inspection:	
1. Architectural Drawings, plans, & Specifications:	
- Not available & not viewed at the time of the inspection.	
2. Engineering Drawings, Plans, & Specifications:	
- Not available & not viewed at the time of the inspection.	
3. Building Permit:	
- Not available & not viewed at the time of the inspection.	
4. Certificate of occupancy / final inspection certificate:	
- Not available & not viewed at the time of the inspection.	
5. Certificate of water proofing installation:	



- Not available & not viewed at the time of the inspection.

6. Plumbing & Electrical Certificates:

- Not available & not viewed at the time of the inspection.

Second Hand Material:

No - Second Hand Material not used during construction of this building:

General Term & Conditions:

This report is provided, pursuant to the following Acts and their subordinate legislation as they apply in their respective states:

The Building Act 1993 (VIC)

The Home Building Act 1989 (NSW)

The Home Building Contracts Act 1991 (WA)

Selling a house built or renovated by an owner builder

Before entering into a contract to sell a house which has been built or renovated by a person other than a registered building practitioner, where the works have been completed for less than 6 years (7yrs NSW) prior to the date of sale, the owner builder must:

1. Obtain this Inspection Report. It must be provided to the intended purchaser by the owner builder. The Inspection Report must not be older than six (6) months old at the date of the contract.
2. Send to an approved insurer:
 - a completed 'Application for Owner Builder's Indemnity Insurance',
 - a copy of this Inspection Report,
 - the appropriate fee – confirm the fee with the insurer.
 If all items are in order, the insurer will send you the necessary certificate or schedule of insurance.
3. Provide evidence of the insurance to the intended purchaser.
4. Ensure your contract contains the warranties listed in the shaded section below. After the contract has been signed, the owner builder must send a copy of the contract to the insurer.

If a contract of sale has been entered into in contravention of the legislation, the contract is not void by reason only of the contravention but is voidable at the option of the purchaser at any time before the completion of the contract.

The insurance is applicable to structural works done by the owner builder which have been completed for less than 6 years (7yrs NSW) prior to the date of sale. The insurance ceases for structural works when that 6 year (7yrs NSW) period expires.

*The insurance ceases in 2 years for nonstructural works.

The insurance only covers defects caused by the owner builder and does not cover any defects identified in the report.

Please note that where the owner builder has renovated or extended the home, the insurance only relates to those works. The balance of the house is not covered by this insurance at all.

Defects identified in this Report are those caused by bad workmanship or movement of foundations. This report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) which are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects which seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report,
- no special investigation of insect attack (e.g. borer, termite, etc.) has been made and any reference to this has been based on casual inspection.

This report is incomplete unless the required local government building approval and inspection summary details are attached.

Warranties for the purposes of houses sold by owner builders



The following warranties must be part of every contract of sale of property by an owner builder where insurance applies*.

- a) The vendor warrants that 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

* Not applicable in some states

- b) The vendor warrants that all materials used in the 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

The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of the warranty, the Building Act and the regulations.

Inspect Direct Pty Ltd Terms & Conditions:

The Report has been prepared by the registered inspector (named within), with reasonable care, subject however as follows;

- 1) This Report is not a Guarantee but is provided in accordance with the relevant State Act.
- 2) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection.
- 3) Except where specifically stated otherwise, the Report is based on a visual inspection of such parts of the premises as the Report states the inspector has been able to have reasonable access to without the removal of any furniture, fittings – be they fixed or other wise – cladding, or lining materials, plants or soil. The Report will not disclose latent defects or defects which may be apparent in weather conditions which differ from those at the time of the inspection.
- 4) The Report will not disclose defects which have not yet arisen. Changes in usage can cause defects and any abuse of the premises is likely to do so.
- 5) The Report may not cover defects of a minor nature, such as hair-line plaster cracks, jamming doors, windows or catches and similar minor faults.

* Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- Site drainage
- Frame
- Floor and wall tiling
- Built-in fittings/joinery
- Plumbing and drainage
- Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.
- Footings
- External walls
- External roof
- Doors/windows
- Fixed appliances
- Subfloor
- Internal walls and ceilings
- Internal roof conditions
- Fireplaces/solid fuel heaters
- Flyscreens

Certificates attached to this report:

- A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.

- Building Permit Attached: Yes / No
- Occupancy Permit attached: Yes / No
- Final Inspection Certificate attached: Yes / No
- Electrical or Plumbing Certificates: Yes / No
- Water proofing Certificates: Yes / No
- Copy of reduced Drawings: Yes / No

Important Note:

- This report does not take the place of a building permit, certificate of occupancy, final inspection certificate, or planning permit.
- This report is based on a visual inspection of the owner built works as presented at time of inspection & does not warrant or guarantee the integrity of the works, compliance of the works, structural integrity or compliance of the structure. Testing of the structure / building or parts of as required may not have been exhaustive.
- It is the responsibility of purchaser to check & ensure that all permits are in place.