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**VENDOR**

**Kuen Son Yap**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property:**

**21 Stonegate Drive, Wollert VIC 3750**

**Sargeants Hawthorn Pty Ltd**

PO Box 468

SOUTH YARRA VIC 3141

Tel: 03 8560 1112

Email: [info@sargeants2settle.com.au](mailto:info@sargeants2settle.com.au)

Ref: S-5723-AT-Yap

Anna Tran

# CONTRACT OF SALE OF REAL ESTATE

## PARTICULARS OF SALE

### Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

### SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

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

<b>SIGNED BY THE PURCHASER</b>		Dated:	
print name of person signing:			

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

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

<b>SIGNED BY THE VENDOR</b>		Dated:	
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print name of person signing: **Kuen Son Yap**

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

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

### IMPORTANT NOTE TO PURCHASERS

#### Cooling-off period

#### Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

**PARTICULARS OF SALE**

**REAL ESTATE AGENT:**

Harcourts Rata & Co - Epping  
769 High St  
Epping VIC 3076  
039401 1117  
sold@rataandco.com.au

**VENDOR:** Kuen Son Yap

**VENDORS  
CONVEYANCER:** Sargeants Hawthorn Pty Ltd  
Conveyancing and Property Transfer Specialists  
PO Box 468, SOUTH YARRA, VIC 3141  
Tel: 8560 1112  
Email: [info@sargeants2settle.com.au](mailto:info@sargeants2settle.com.au)

<b>PURCHASER(S):</b>	Name(s):	
	Address(es):	

<b>PURCHASER(S) REPRESENTATIVE:</b>	Company:	
	Contact Name:	
	Address:	
	Phone:	
	Email:	

**STREET ADDRESS:** 21 Stonegate Drive, Wollert VIC 3750

**LAND BEING SOLD:** That part of the land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title

<b>VOLUME</b>	<b>11208</b>	<b>FOLIO</b>	<b>196</b>
<b>LOT</b>	216	<b>PLAN</b>	PS626939

**GOODS:**

All fixed floor coverings, electric light fittings & window furnishings	Initials of Vendor(s) & Purchaser(s) >	
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PRICE:	\$	
DEPOSIT:	\$	on the signing thereof
BALANCE:	\$	
PAYMENT OF THE BALANCE is due on		being the <b>SETTLEMENT DATE</b>

or earlier by mutual agreement and is the date upon which  
\*vacant possession of the Land and Goods  
\*receipt of the rents and profits  
shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.  
*If the vendor is required to collect GST and the price above does **not** include GST you must write the words "**plus GST**" in the appropriate box headed **GST** on the following page*  
*If the purchaser is **not** entitled to vacant possession of the Land being sold you must write*

*“subject to lease” in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

**GST (refer to general condition 13)**

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

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

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

**Settlement**

is due on the date noted for the PAYMENT OF THE BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

VACANT POSSESSION	Initials of purchaser & vendor:	
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If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions

**Encumbrances**

This sale is NOT subject to the Purchaser taking over the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

<b>Lender:</b>	
<b>Loan Amount:</b>	
<b>Approval date:</b>	

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:

No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## **GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS**

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be set out in the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

INFORMATION ONLY

## Special Conditions

### 1 Foreign resident capital gains withholding

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 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.
- 1.5 The purchaser must:
  - a engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance or the purchaser's obligations in this special condition, and
  - b ensure that the representative does so
- 1.6 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 special condition is the sale of the property settles;
  - b promptly provide the vendor with proof of payment; and
  - c otherwise comply, or ensure compliance with, this special 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.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
  - a the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Lid or any other electronic conveyancing system agreed by the parties, and
  - b the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1.8 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.
- 1.9 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.

- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**2 Electronic Conveyancing**

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- a the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- a electronically on the next business day, or
  - b at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 Network Operator;

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

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3 Identity of the Land**

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

### **4 Planning**

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

### **5 Buildings and Goods**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied. It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including any cladding which may be combustible and may require removal or replacement at his cost.

### **6 Solar Panels**

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

### **7 Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

**8 Warranties and Exclusions**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

**9 Interest and costs payable on default**

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

**10 Goods**

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

**11 Purchaser a resident of or entitled to purchase land in Australia**

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

**12 Stamp Duty - More than one purchaser**

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

Name:.....%

Name:.....%  
Total 100%

- b If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
- c The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
- d This Special Condition shall not merge on completion of this contract.

### **13 State Revenue Office Duties on Line**

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:

- a the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number.
- b the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties.(Settlement Date)

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

### **14 Acceptance of Title**

General Condition 12.4 will be added to the General Conditions in the contract. Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

### **15 Deposit Bond or Bank Guarantee**

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

### **16 Adjustments**

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor.

### **17 Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser acknowledges that any planning permit for the land may require the vendor to enter into a Section 173 Agreement which must be registered and run with the Titles. The purchaser consents to and authorizes the vendor to negotiate the terms of the Section 173 Agreement with Council and enter into the agreement to enable the development of the land to proceed. The purchaser shall make no objection or claim compensation in relation to the terms of the Section 173 Agreement or the registration of than agreement.

### **18. Electronic signature**

- 18.1 In this special condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 18.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 18.3 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.
- 18.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 18.5 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.
- 18.6 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 contact.

## 19. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law. The Purchaser acknowledges and agrees that before signing this contract the Purchaser has:

- 19.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser, and
- 19.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and
- 19.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor. Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

## 20. Rescheduling settlement

Should the purchaser request to amend the settlement date, a rescheduling settlement fee of \$220 (inclusive of GST) will be payable by the purchaser at settlement.

## 21. Section 27 statement

The purchaser agrees to release the deposit from the stakeholder when the vendor supplies a Section 27 Statement and evidence confirming that sufficient monies are available to discharge any Mortgage or debts against the property. The vendor may, if no written objection is received in accordance with Section 27 (4) & (6) of the *Sale of Land Act* 1962 and without consent from the purchaser, authorise the stakeholder to release deposit monies pursuant to Section 27 (7) of the *Sale of land Act* 1962. The purchaser must not make any objection if the relevant evidence is supplied and the deposit money is released.

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## 21. Inspections

### Building Inspection

This condition only applies if the applicable box above is checked

The purchaser may end this contract within 5 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

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

### Pest Inspection

This condition only applies if the applicable box above is checked

The purchaser may end this contract within 5 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

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

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# CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

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

### TITLE

#### 1. *Encumbrances*

- 1.1 *The Purchaser buys the property subject to:*
  - (a) *any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and*
  - (b) *any reservations in the crown grant; and*
  - (c) *any lease referred to in the Particulars of Sale.*
- 1.2 *The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.*
- 1.3 *If the Particulars of Sale provide that the Purchaser is taking over an existing mortgage:*
  - (a) *the Purchaser assumes liability for the mortgage; and*
  - (b) *the price is satisfied to the extent of any mortgage money owing at the settlement; and*
  - (c) *the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this Contract.*

#### 2. *Vendor warranties*

- 2.1 *The Vendor warrants that these General Conditions 1 to 28 are identical to the General Conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of Section 53A of the **Estate Agents Act 1980**, unless changed or deleted.*
- 2.2 *The warranties in General Conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.*
- 2.3 *The Vendor warrants that the Vendor:*
  - (a) *has, or by the due date for settlement will have the right to sell the Land; and*
  - (b) *is under no legal disability; and*
  - (c) *is in possession of the Land, either personally or through a tenant; and*
  - (d) *has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the Land and which gives another party rights which have priority over the interest of the Purchaser; and*
  - (e) *will at settlement be the holder of an unencumbered estate in fee simple in the Land; and*
  - (f) *will at settlement be the unencumbered owner of any improvements, fixtures, fittings and Goods sold with the Land.*
- 2.4 *The Vendor further warrants that the vendor has no knowledge of any of the following:*
  - (a) *public rights of way over the Land;*
  - (b) *easement over the Land;*
  - (c) *lease or other possessory agreement affecting the Land;*
  - (d) *notice or order affecting the Land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;*
  - (e) *legal proceedings which would render the sale of Land void or voidable or capable of being set aside.*
- 2.5 *The warranties in General Conditions 2.3 and 2.4 are subject to any contrary provision in this Contract and the disclosures in the Vendor's Statement.*
- 2.6 *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 carried was out in accordance with all laws and legal requirements, including without limiting the generality of this warranty, the **Building Act 1993** and the regulations under the **Building Act 1993**.*
- 2.7 *Words and phrases used in General Condition 2.6 which are defined in the **Building Act 1993** have the same meaning in General Condition 2.6.*

**3. Identity of the Land**

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

**4. Services**

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

**5. Consents**

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

**6. Transfer**

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

**7. Release of security interest**

- 7.1 This general condition applies as if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 Subject to general condition 7.3 and 7.4, the vendor must ensure that at or before the settlement, the purchaser receives:-
- (a) A release from the secured party releasing the security interest in respect of the property ; or
  - (b) A statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligations that is secured is nil at the due date for settlement; or
  - (c) A written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- If the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receive a release, statement, approval of correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 28 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval of correction in respect of any personal property that –
- (a) Is not described by serial number in the Personal Property Securities Register; and
  - (b) Is predominantly used for personal , domestic or household purposes; and
  - (c) Has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2007 (Cth), not more than that prescribed amount.
- 7.5 A release for the purpose of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to a register a financing charge statement to reflect that release if the property being released includes goods of a kind that are described by serial Number in the Personal Property Securities Register.

- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, the vendor may delay settlement until 21 days after the purchaser advised the vendor of the security interest that the purchaser reasonably requires to be released.
- 7.10 In addition to ensuring that a release is received under general condition 7.4 (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 the release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

**8 Builder warranty insurance**

The Vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

**9 General law land**

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

**MONEY**

**10 Settlement**

10.1 At settlement:

- (a) the Purchaser must pay the Balance; and
- (b) the Vendor must:
  - (i) do all things necessary to enable the Purchaser to become the registered proprietor of the Land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the

Particulars of Sale.

10.2 The Vendor's obligations under this General Condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11 Payment

11.1 The Purchaser must pay the Deposit:

- (a) to the Vendor's licensed estate agent; or
- (b) if there is no estate agent, to the Vendor's legal practitioner or conveyancer; or
- (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.

11.2 If the Land sold is a lot on an unregistered plan of subdivision, the Deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid:
  - (i) to the Vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision;  
or
  - (ii) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the Contract in the joint names of the Purchaser and the Vendor and held in that account until the registration of the plan of subdivision.

11.3 The Purchaser must pay all money other than the Deposit:

- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by draft or cheque drawn on an authorised deposit-taking institution; or
- (c) If the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this General Condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The Purchaser must pay bank fees on up to three bank cheques at settlement, but the Vendor must pay the bank fees on any additional bank cheques requested by the Vendor.

## 12 Stakeholding

12.1 The Deposit must be released to the Vendor if:

- (a) the Vendor provides proof, to the reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the day of sale; and
- (c) all conditions of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the Deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the Contract is ended.

12.3 The stakeholder may pay the Deposit and any interest into court if it is reasonable to do so.

## 13 GST

13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the Particulars of Sale specify that the Price is '**plus GST**'. However the Purchaser must pay to the Vendor any GST payable by the Vendor-

- (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
- (b) if the Particulars of Sale specify that the supply made under this Contract is a **farming business** and the supply does not satisfy the requirements of section 38-480 of the **GST Act**; or
- (c) if the Particulars of Sale specify that the supply made under this Contract is a **going concern** and supply does not satisfy the requirements of section 38-325 of the **GST Act**.

13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the Price if the Particulars of Sale specify that the Price is '**plus GST**'.

13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the Particulars of Sale specify that the supply made under this Contract is a **'farming business'**:

- (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the Particulars of Sale specify that the supply made under this Contract is a **'going concern'**:

- (a) the parties agree that this Contract is for the supply of a going concern; and
- (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be registered for GST; and
- (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.

13.6 If the Particulars of Sale specify that the supply made under this Contract is a **'margin scheme'** supply, the parties agree that the margin scheme applies to this Contract.

13.7 This General Condition will not merge on either settlement or registration.

13.8 In this General Condition

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

#### 14 **Loan**

14.1 If the Particulars of Sale specify that this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the Vendor.

14.2 The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
- (d) is not in default under any other condition of this Contract when the notice is given.

14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

#### 15 **Adjustments**

15.1 All periodic outgoings and rent 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.

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

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

### **TRANSACTIONAL**

#### 16 **Time**

16.1 Time is of the essence of this Contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday, or bank holiday in Victoria.

#### 17 **Service**

17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by prepaid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents.

#### 18 **Nominee**

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

#### 19 **Liability of signatory**

Any signatory for a proprietary limited company Purchaser is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser.

## **20 Guarantee**

*The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.*

## **21 Notices**

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

## **22 Inspection**

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

## **23 Terms contract**

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

- (a) any mortgage affecting the Land sold must be discharged as to that Land before the Purchaser becomes entitled to possession or to the receipt of rents and profits unless the Vendor satisfies sections 6(1) and 6(2) of the **Sale of Land Act 1962**; and*
- (b) the deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.*

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

- (a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the Vendor;*
- (b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;*
- (c) the Purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;*
- (d) the Vendor may pay any renewal premiums or take out the insurance if the Purchaser fails to meet these obligations;*
- (e) insurance costs paid by the Vendor under paragraph (d) must be refunded by the Purchaser on demand without 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 written consent of the Vendor which must not be unreasonably refused or delayed;*
- (h) the Purchaser must observe all obligations that affect owners or occupiers of Land;*
- (i) the Vendor and/or other person authorised by the Vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.*

## **24 Loss or damage before settlement**

**24.1** *The Vendor carries the risk of loss or damage to the property until settlement.*

**24.2** *The Vendor must deliver the property to the Purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.*

**24.3** *The Purchaser must not delay settlement because one or more of the goods is not in the condition required by General Condition 24.2, but may claim compensation from the Vendor after settlement.*

**24.4** *The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by General Condition 24.2 at settlement.*

**24.5** *The nominated amount may be deducted from the amount due to the Vendor at settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.*

**24.6** *The stakeholder must pay the amounts referred to in General Condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.*

## **25 Breach**

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

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

## **DEFAULT**

### **26 Interest**

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

### **27 Default notice**

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

*27.2 The default notice must:*

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

### **28 Default not remedied**

*28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the default has been made by*

*the Purchaser and is not remedied and the costs and interest are not paid.*

*28.2 The Contract immediately ends if:*

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

*28.3 If the Contract ends by a default notice given by the Purchaser:*

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

*28.4 If the Contract ends by a default notice given by the Vendor:*

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

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

**GUARANTEE**

We,

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

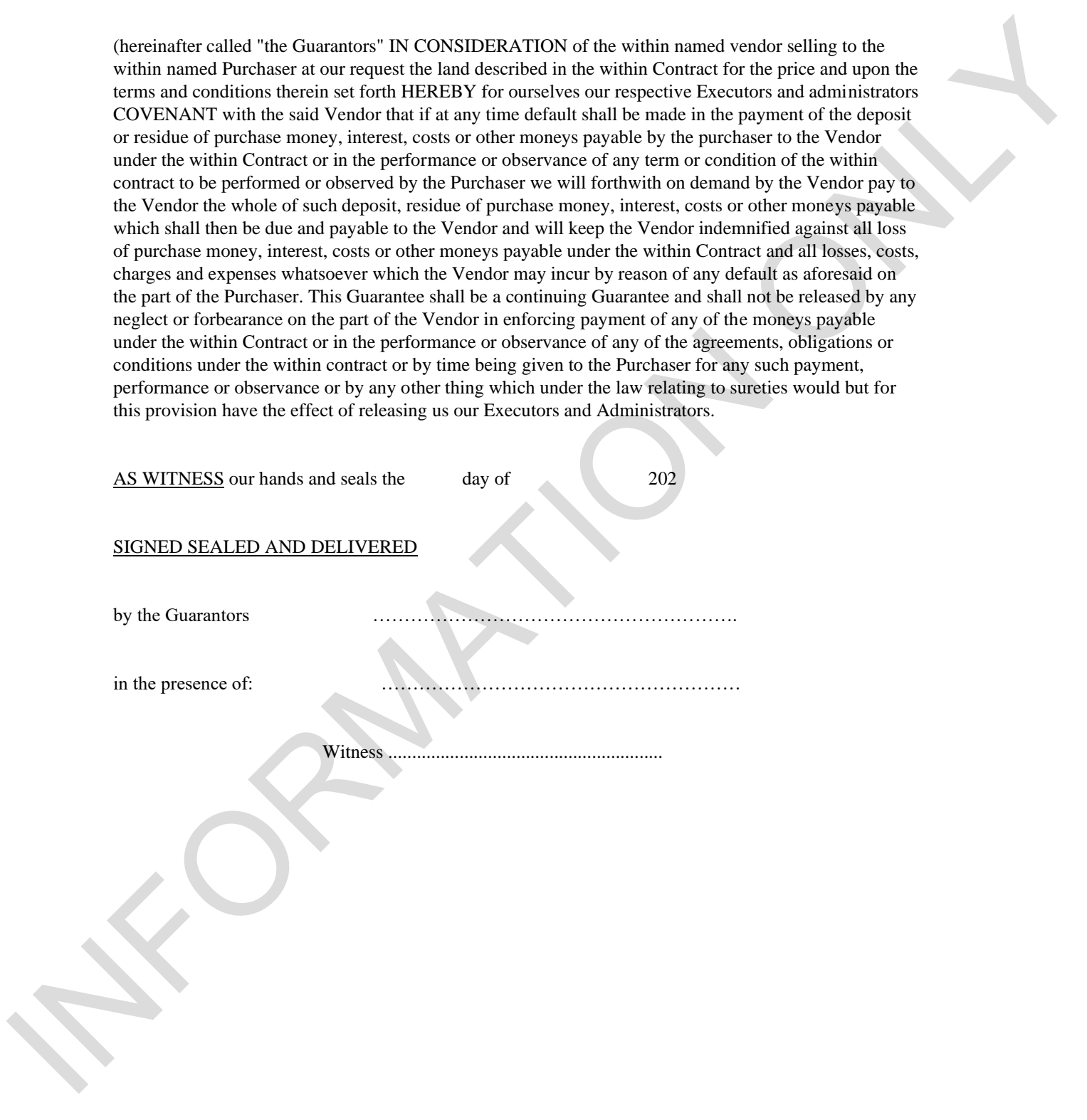
AS WITNESS our hands and seals the            day of            202

SIGNED SEALED AND DELIVERED

by the Guarantors            .....

in the presence of:            .....

Witness .....



# Vendor Statement - 21 Stonegate Drive, Wollert VIC 3750

Date of this statement

May 2, 2025

Signature of Vendor(s)

Kuen

Kuen Son Yap

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

## INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

## PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT ..... 202

Signature of Purchaser(s) .....

**NOTICE** The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.
- (g) Any Land Tax, surcharge, penalty or other tax which is imposed on any land owned by the Vendor as a result of the settlement not taking place before the 31st December in the current year when the due date in the contract is before the 31<sup>st</sup> December in the current year and where the settlement is delayed as a result of the default of the purchaser until after the 31<sup>st</sup> December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax, surcharge, penalties or other tax and all costs associated therewith.

# 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 [consumer.vic.gov.au/duediligencechecklist](https://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.

[consumer.vic.gov.au/duediligencechecklist](https://consumer.vic.gov.au/duediligencechecklist)



## **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.

# Sargeants Hawthorn Pty Ltd

Trading as Sargeants Hawthorn, Sargeants Burwood & Sargeants Bendigo & Echuca  
Conveyancing and Property Transfer Specialists  
PO Box 468 SOUTH YARRA VIC 3141  
Tel: 03 8560 1112 Email: info@sargeants2settle.com.au

## VENDOR STATEMENT

**VENDOR:** Kuen Son Yap  
**STREET ADDRESS** 21 Stonegate Drive, Wollert  
**LAND BEING SOLD** The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title  
VOLUME 11208 FOLIO 196

## IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his/her/their electronic signature.

### FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) [Refer to attached certificates](#)
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

### INSURANCE

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

[Refer to attachments if applicable](#)

### LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)  
(b) Covenants affecting the land - as set out in the documents attached (if any)  
(c) Leases affecting the land - as set out in the documents attached (if any)  
(d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease

or other similar restriction are :-

**NONE TO THE VENDORS KNOWLEDGE**

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

**ROAD ACCESS**

**There is access to the property by road**

**BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**PLANNING AND ROAD ACCESS** - Information concerning any planning instrument -

- (a) Name of planning scheme is : REFER TO ATTACHED CERTIFICATE
- (b) The name of the responsible authority is: REFER TO ATTACHED CERTIFICATE
- (c) The zoning of the land is: REFER TO ATTACHED CERTIFICATE
- (d) The name of any planning overlay affecting the land:  
REFER TO ATTACHED CERTIFICATE

Proposed planning scheme amendments: REFER TO ATTACHED CERTIFICATE

**The planning instrument does not prohibit the construction of a dwelling house on the land.**

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

**NOTICES** - Particulars of any notice, order, declaration, report, 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.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- (c) **Agricultural chemicals**  
Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**  
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

**NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

**BUILDING APPROVALS**

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).

**AS ATTACHED (if relevant)**

**OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

**GROWTH AREA INFRASTRUCTURE CONTRIBUTION**  
**NOT APPLICABLE**

**SERVICES** - Information concerning the supply of the following services -

**THE FOLLOWING SERVICES ARE NOT CONNECTED**

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

**Electricity**  **Gas**  **Water**  **Sewerage**  **Telephone**

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

**TITLE**

Copies of the documents are attached:

<b>Register Search Statement</b>
<b>Plan of Sub-division</b>
<b>Covenants (as applicable)</b>
<b>Section 173 Agreements (as applicable)</b>
<b>Owners Corporation Search Report (as applicable)</b>
<b>Basic Property Report</b>
<b>VicPlan Planning Property Report</b>
<b>Council Land Information Certificate</b>
<b>Water Information Statement</b>
<b>Land Tax Clearance Certificate</b>
<b>Roads Certificate</b>

**DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**  
**NOT APPLICABLE**

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

Page 1 of 1

VOLUME 11208 FOLIO 196

Security no : 124124056519L  
Produced 30/04/2025 04:34 PM

**LAND DESCRIPTION**

Lot 216 on Plan of Subdivision 626939S.  
PARENT TITLE Volume 11208 Folio 129  
Created by instrument PS626939S 08/06/2010

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
KUEN SON YAP of 21 STONEGATE DRIVE WOLLERT VIC 3750  
AN676045U 23/03/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW101841B 27/09/2022  
WESTPAC BANKING CORPORATION

COVENANT PS626939S 08/06/2010

COVENANT AH341165F 05/07/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AH244569V 24/05/2010

**DIAGRAM LOCATION**

SEE PS626939S FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 21 STONEGATE DRIVE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 27/09/2022

DOCUMENT END

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Form 18

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5403317 Customer Code: 1167E

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

Land: Volume 09354 Folio 345

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: David Turnbull

Office held: CEO

Date: 20/5/2010

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Telephone 61 3 9288 0666  
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date / /2009

## Agreement under Section 173 of the Planning and Environment Act 1987

**Subject Land:** Epping North East Local Structure Plan Area  
230 Harvest Home Road, Wollert

**Purpose:** Fixing of land values

**Whittlesea City Council**

and

**Evolve No 10 Pty Ltd ACN 131890965**

**AH244569V**

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## Agreement under Section 173 of the Planning and Environment Act 1987

DATE / /2009

Dated / /

### Parties

Name	<b>WHITTLESEA CITY COUNCIL</b>
Address	of Municipal Offices
Short name	<b>Council</b>

Name	<b>EVOLVE NO 10 PTY LTD ACN 131890965</b>
Address	Suite Basement, 1-29 Albert Road, Melbourne, Vic 3004
Short name	<b>Owner</b>

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
  - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
  - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.





Maddocks

**Subject Land** means being the land comprised in Certificates of Title Volume 09354 Folio 345 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

---

**2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

---

**3. Specific obligations of the owner**

Council and the Owner acknowledge and agree that:

**Compensation payable by Council to the Owner**

- 3.1 subject to this Agreement and notwithstanding:
  - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
  - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;

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**5. Further obligations of council**

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

---

**6. Agreement under section 173 of the act**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

---

**7. Owner's warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**8. Successors in title**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

---

**9. General matters**

**9.1 Notices**

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

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

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**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

**9.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**9.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**9.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

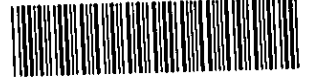
---

**10. GST**

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

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---

**11. Commencement of agreement**

This Agreement commences on the execution of this Agreement by both parties.

---

**12. Ending of agreement**

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

[Signature] Chief Executive Officer
[Signature] Councillor

THE COMMON SEAL of EVOLVE NO 10 PTY LTD ACN 131890965 was affixed in the presence of authorised persons:

[Signature] Director
Ashley Peter Williams Full name
78 Blessington Street, St Kilda, Vic, 3182 Usual address
[Signature] Director (or Company Secretary)
[Signature] Full name
[Signature] Usual address

Mortgagee's Consent

St. George Bank Ltd as Mortgagee of registered mortgage No. AG265279V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED in Victoria by ST. GEORGE BANK LIMITED (ACN 055 513 070) by being signed sealed and delivered by its Attorneys LENG LIM MANAGER SECURITIES WARREN MEMBREY SENIOR RELATIONSHIP MANAGER

[Signature]

pursuant to Power of Attorney dated 2nd October 1997, a certified copy of which is filed in Permanent Order Book No. 277 at Page 13 Item 3.

# Imaged Document Cover Sheet

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**PS626939S**

03/06/2010 \$5198 PS



**PLAN OF SUBDIVISION**

Stage No.  
—

LRS use only

**EDITION 1**

**Location of Land**

Parish: Wollert  
 Township: —  
 Section: 12  
 Crown Allotment: —  
 Crown Portion: 2 (Part)  
 Title Reference: Vol. 11208 Fol. 129

Last Plan Reference: Lot A PS 626931K

Postal Address: 230 Harvest Home Road  
 (at time of subdivision) Wollert 3750

MGA94 Co-ordinates: E 325 100 Zone: 55  
 (of approx. centre of land in plan) N 5 834 800

**Council Certificate and Endorsement**

Council Name: City of Whittlesea Ref: 606938

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 20/10/2009
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**OPEN SPACE**

- (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has ~~has not~~ been made.
- (ii) The requirement has been satisfied.
- (iii) ~~The requirement is to be satisfied in Stage.....~~

~~Council Delegate~~

~~Council Seal~~

~~Date / / 20~~

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate

~~Council Seal~~

Date 25 / 5 / 2010

**Vesting of Roads and/or Reserves**

Identifier	Council/Body/Person
Roads R-1	City of Whittlesea

Estate: SUMMERHILL  
 Development No.: 2  
 No. of Lots: 35  
 Area: 3.063 ha  
 Melways: 181 K3

**Notations**

**Staging** This ~~is~~ is not a staged subdivision  
 Planning Permit No. 711281

**Depth Limitation** : Does not apply.

Lots 1 to 200 (Both inclusive), A and B have been omitted from this plan.  
 Lots 201 to 235 (Both inclusive) are affected by MCP AA1423

**Survey** This plan is ~~is not~~ based on survey

This survey has been connected to permanent marks no(s) Wollert PM 123 & PM 165  
 This survey is not in a Proclaimed Survey Area.

**Easement Information**

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-2 & E-4	Sewerage	See Diag.	This Plan	Yarra Valley Water Limited
E-4	Drainage	See Diag.	This Plan	City of Whittlesea

LRS use only

Statement of Compliance/  
 Exemption Statement

Received

Date 3 / 6 / 2010

LRS use only

PLAN REGISTERED

TIME 2:23

DATE 8 / 6 / 2010

**Randall McDonald**

Assistant Registrar of Titles

SHEET 1 OF 9 SHEETS



**WATSONS**  
 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
 THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
 PH. (03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH

SIGNATURE

DATE 14/01/2009

REF 35909/Stg.2

VERSION 9

DATE 25 / 5 / 2010

COUNCIL DELEGATE SIGNATURE

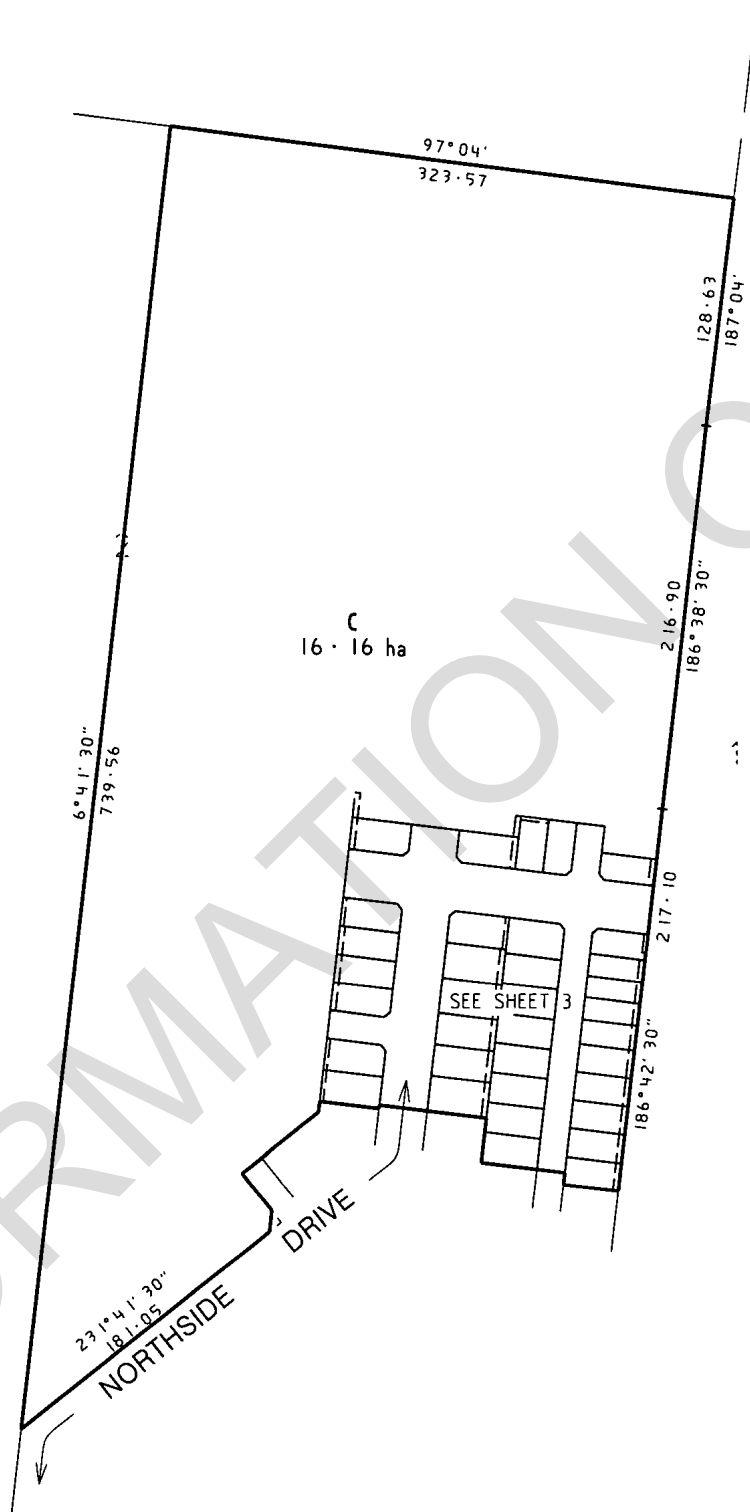
ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

Stage No.  
—

Plan Number

**PS 626939S**



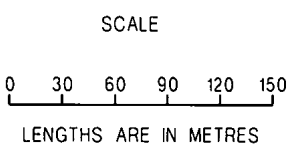
**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
PH. (03) 9697 8000, FAX (03) 9697 8099

SHEET 2

ORIGINAL  
SCALE SHEET  
1:3000 SIZE  
A3



LICENSED SURVEYOR (PRINT)

KEVIN CHARLES WALSH

SIGNATURE *KWalsh*

DATE 14/01/2009

REF 35909/Stg.2

VERSION 9

*Maurice*

DATE 25 / 5 / 2010

COUNCIL DELEGATE SIGNATURE

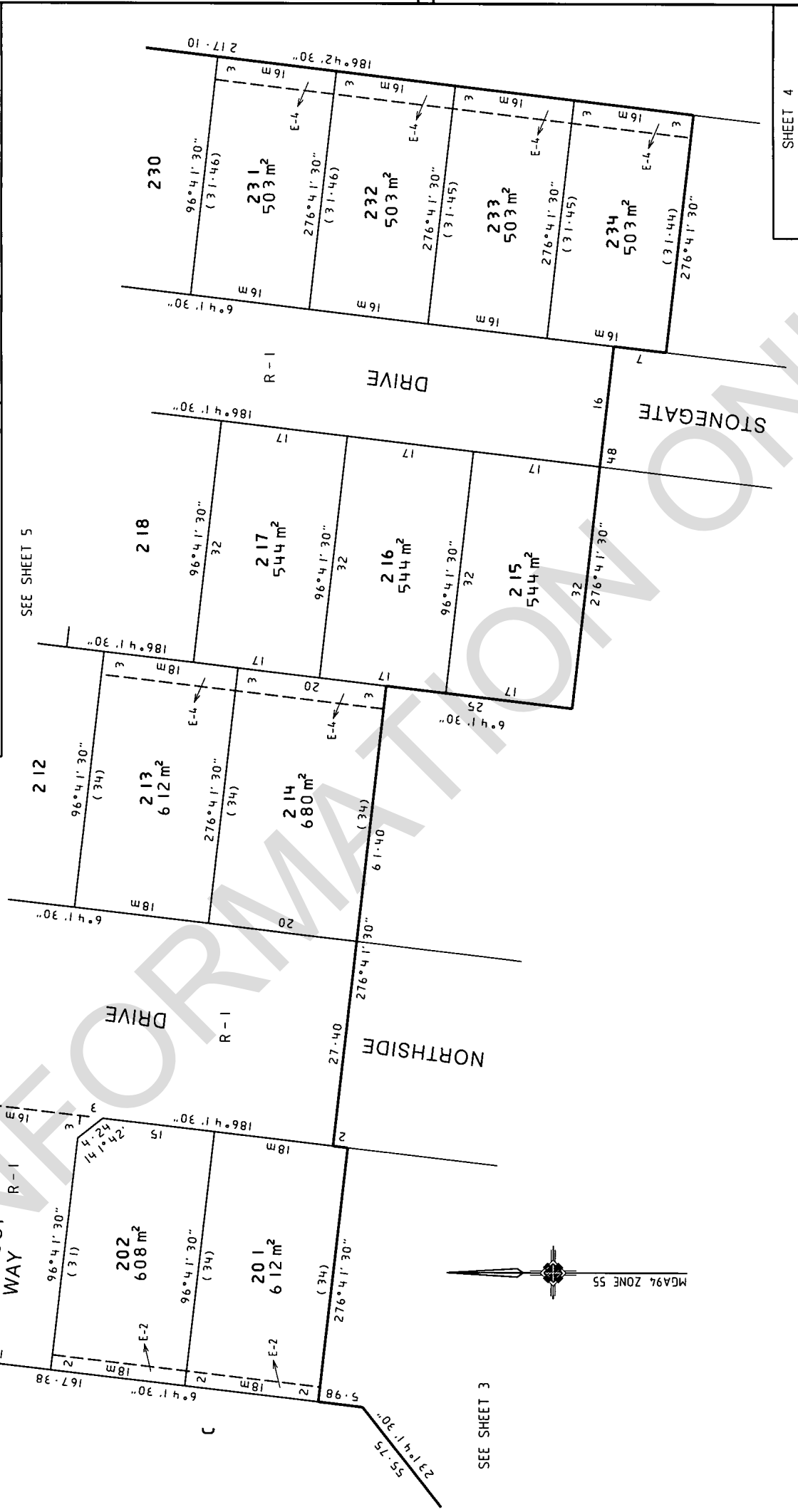
ORIGINAL SHEET SIZE A3





**PLAN OF SUBDIVISION**

Plan Number  
**PS 626939S**

Stage No. \_\_\_\_\_

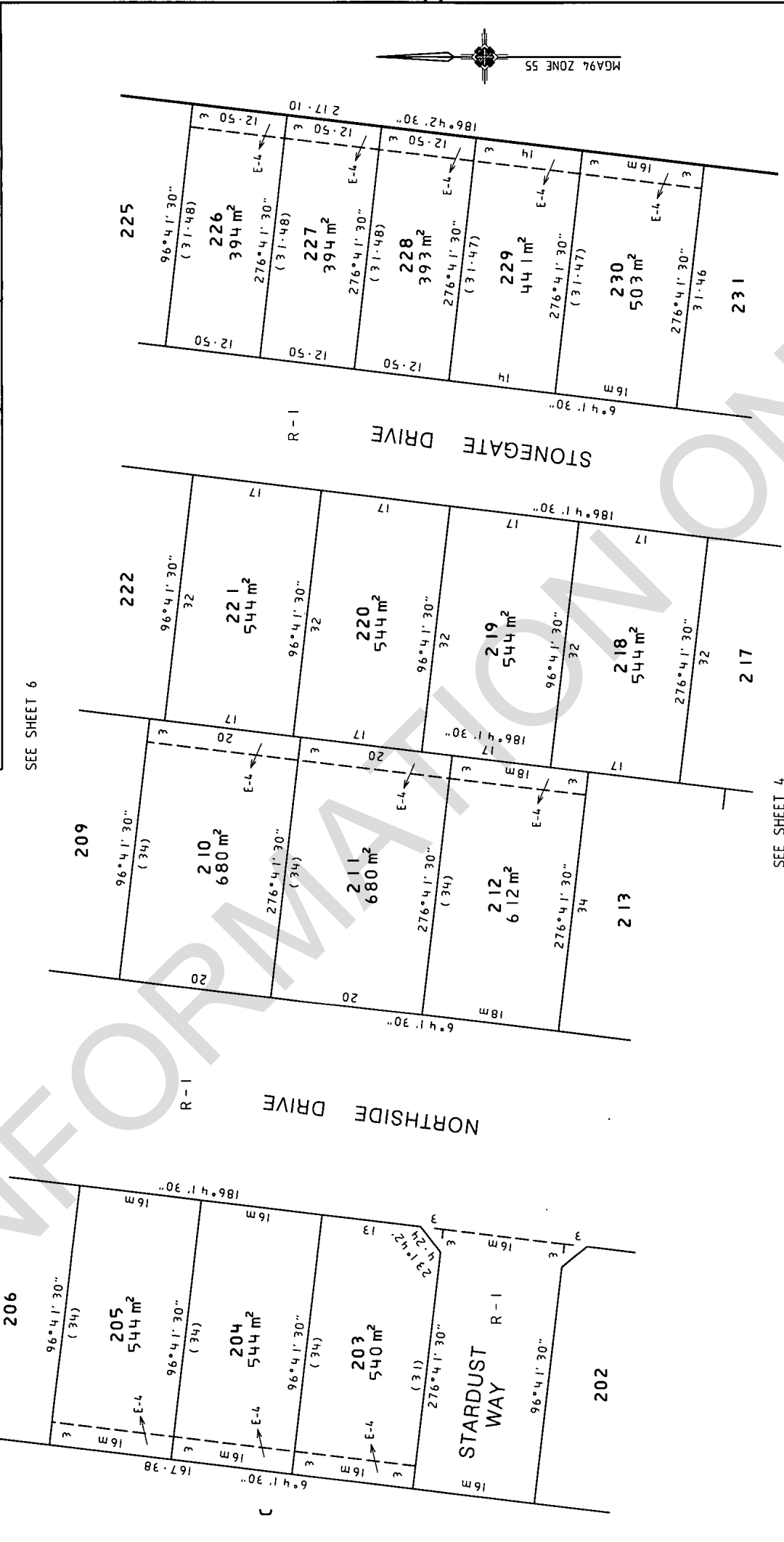


 <p><b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS &amp; MANAGERS</p> <p><small>5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099</small></p>	<p>ORIGINAL SCALE 1:500</p> <p>SHEET SIZE A3</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH</p> <p>SIGNATURE <i>[Signature]</i></p> <p>REF 35909/Sig.2</p>
		<p>DATE 14/01/2009</p> <p>VERSION 9</p>	<p>DATE 25 / 5 / 2010</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>

**PLAN OF SUBDIVISION**

Stage No. \_\_\_\_\_

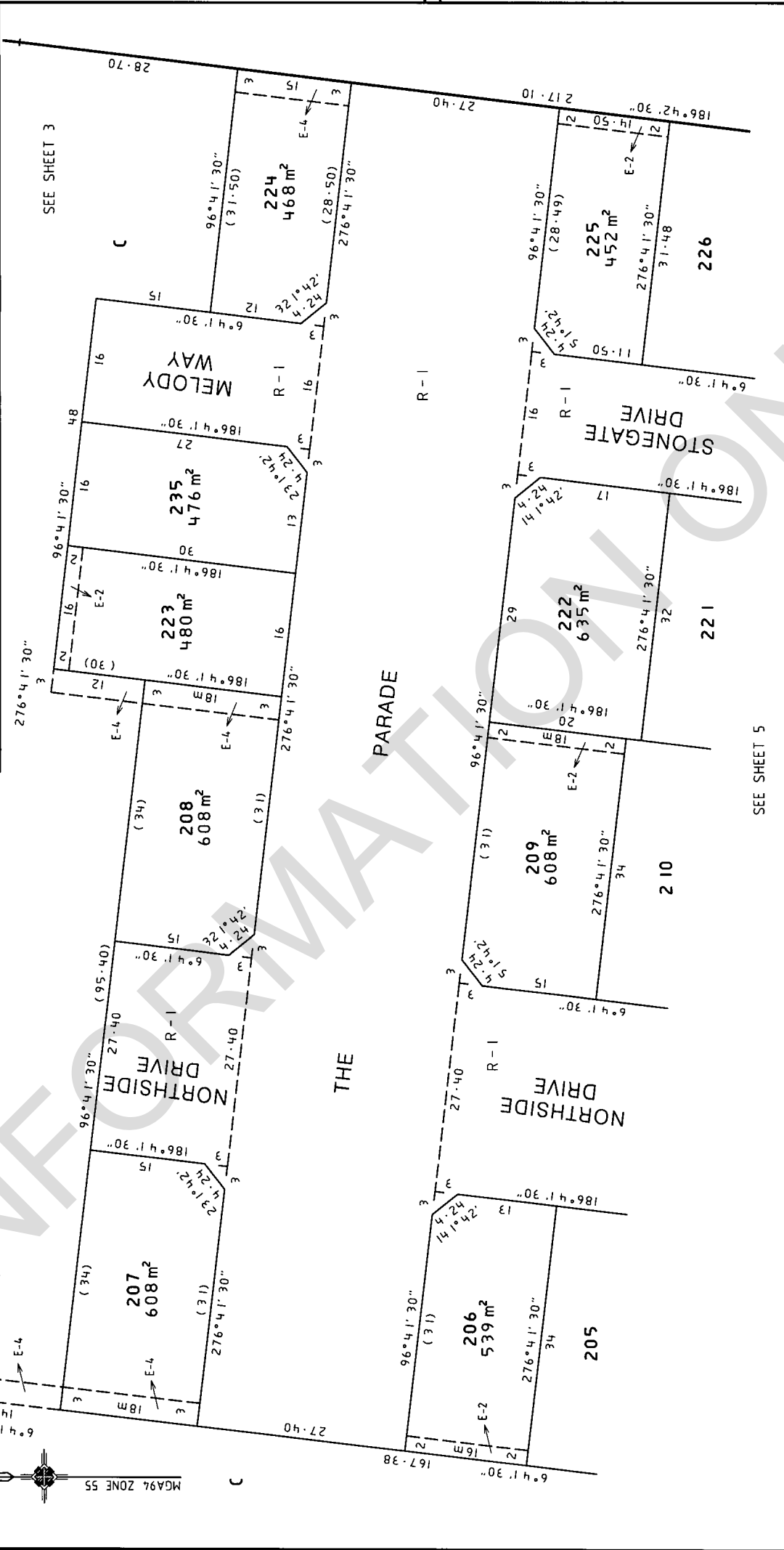
Plan Number  
**PS 626939S**



<p><b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS &amp; MANAGERS</p> <p>5 MAIN ST, MORNINGTON PH (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 STKELDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099</p>	<p>ORIGINAL SCALE 1:500</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>0 5 10 15 20 25</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH</p> <p>SIGNATURE <i>[Signature]</i></p> <p>REF 35909/Sig.2</p>	<p>DATE 28/5/2010</p> <p>VERSION 9</p>	<p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>
	<p>SHEET 5</p>				

PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_  
 Plan Number  
**PS 626939S**



SEE SHEET 5

SEE SHEET 6

LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH  
 SIGNATURE *[Signature]*  
 REF 35909/Std.2  
 DATE 14/01/2009  
 VERSION 9

ORIGINAL SCALE 1:500  
 SHEET SIZE A3

**WATSONS**  
 URBAN DEVELOPMENT  
 CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03)5975 4844, FAX (03)5975 3916  
 THE MELBURNIAN, SUITE 2, 350 ST.KILDA RD, SOUTHBANK PH.(03)9697 8000, FAX (03)9697 8099

SCALE  
 0 5 10 15 20 25  
 LENGTHS ARE IN METRES

<b>PLAN OF SUBDIVISION</b>	Stage No. —	Plan Number <b>PS 626939S</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

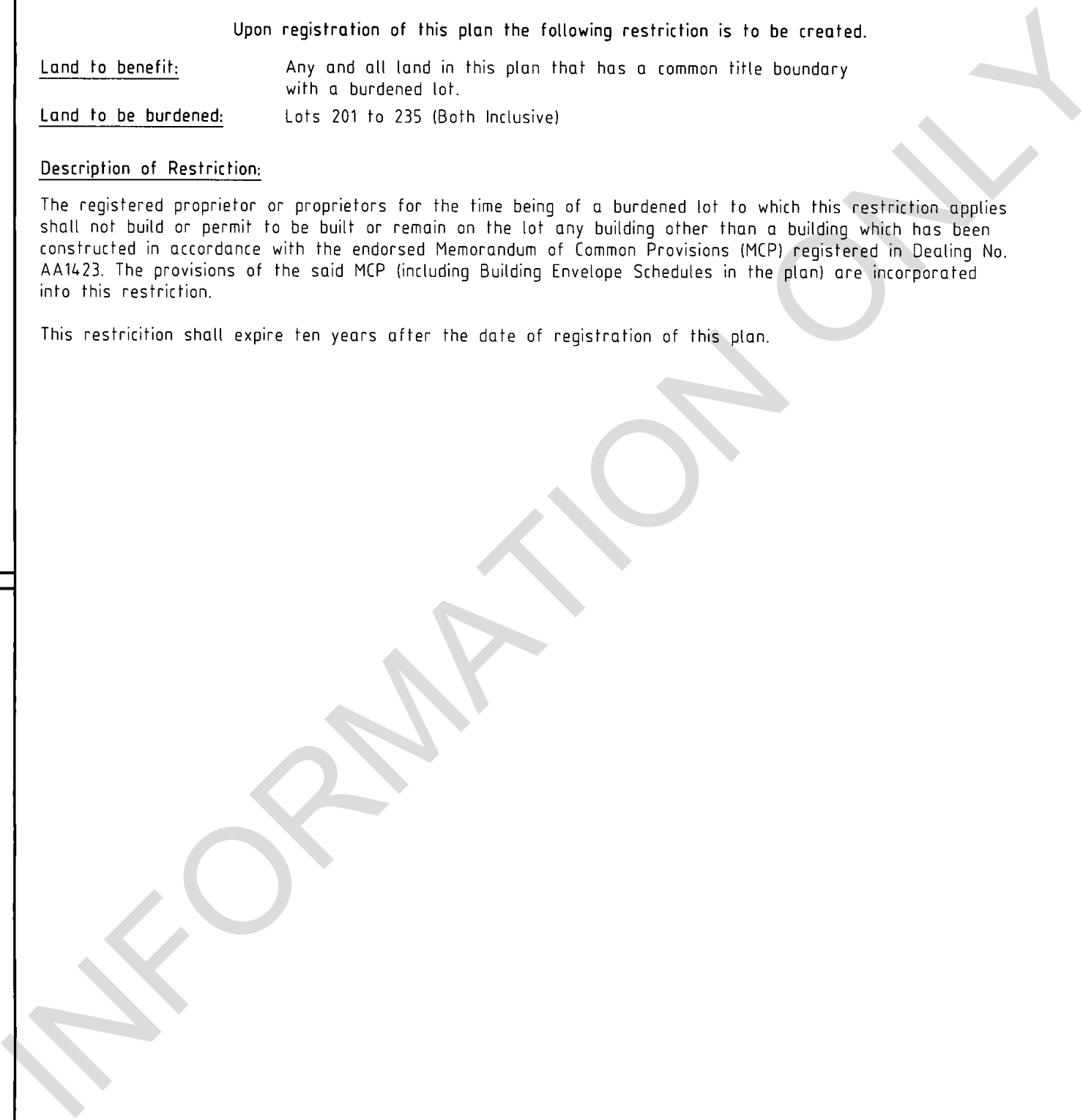
Land to benefit: Any and all land in this plan that has a common title boundary with a burdened lot.

Land to be burdened: Lots 201 to 235 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1423. The provisions of the said MCP (including Building Envelope Schedules in the plan) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan.



SHEET 7
DATE 25 / 5 / 2010
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH  
SIGNATURE *KCW* DATE 14/01/2009  
REF 35909/Stg.2 VERSION 9

<b>PLAN OF SUBDIVISION</b>	Stage No. —	Plan Number <b>PS 626939S</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created.

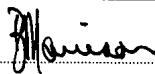
Land to benefit: Lots 201 to 235 (Both Inclusive)

Land to be burdened: Lots 201 to 235 (Both Inclusive)

Description of Restriction:

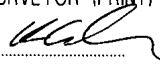
The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:
  - (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Summerhill Assessment Panel care of Gill Banez, Evolve Development Pty Ltd, Suite B, 9 Albert Road Melbourne 3004 or such other entity as may be nominated by the Summerhill Assessment Panel from time to time;
  - (B) the plans comply with the Design Guidelines, a copy of which can be obtained from **EvolveDevelopment Pty Ltd** and
  - (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;
- (ii) At any time erect, construct, build or cause to be erected, constructed or built on a lot :
  - (A) Any building other than one private dwelling with the usual outbuildings
  - (B) Any building with the same front facade to that of an existing private dwelling within 5 house lots, and opposite the private dwelling and within 5 house lots, regardless of street intersections.
  - (C) Any private dwelling with a total floor area (excluding any verandah, balcony or garage) of less than:
    - (a) 120m<sup>2</sup> in the case of a lot having an area between 300m<sup>2</sup> and 450m<sup>2</sup>.
    - (b) 150m<sup>2</sup> in the case of a lot having an area between 451m<sup>2</sup> and 600m<sup>2</sup>.
    - (c) 180m<sup>2</sup> in the case of a lot having an area greater than 601m<sup>2</sup>.
  - (D) Any private dwelling (including garage) of which less than thirty percent (30%) of the external walls (excluding windows) is constructed of brick, brick veneer, masonry, masonry veneer or other approved texture coated material.
  - (E) Any private dwelling (including garage) upon which fascia board's trim and exposed metalwork is not colour co-ordinated with the dwelling house, unless approved by the Design Assessment Panel.
  - (F) Any private dwelling (including garage) with unpainted and/or untreated metalwork, unless approved by the Design Assessment Panel.
  - (G) Any private dwelling (including garage) with reflective glazing and/or tinted glass, unless approved by the Design Assessment Panel.
  - (H) Any private dwelling (including garage or carport) with a roof of other than masonry, terracotta roof tiles or other non reflective materials.
  - (I) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
  - (J) Any open carports.
  - (K) Any garage which is constructed of materials other than materials of the same type and finish as the private dwelling on a lot;
  - (L) Any garage with roller doors or metal tray deck doors.

SHEET 8
 DATE 25/5/2010 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

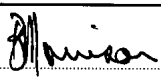
LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH  
SIGNATURE  DATE 14/01/2009  
REF 35909/Stg.2 VERSION 9

<b>PLAN OF SUBDIVISION</b>	Stage No. —	Plan Number <b>PS 626939S</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

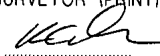
- (iii) At any time construct or build a driveway of any material other than coloured concrete, pavers or concrete with exposed aggregate or stamped or stencilled surfacing in neutral coloured tones.
- (iv) At any time construct or build a driveway within 500mm of a side boundary.
- (v) At any time allow features to exist other than screening plants, between a driveway and a side boundary, restricted to the closest side boundary.
- (vi) Damage existing driveways, crossovers and footpaths during the construction of driveways
- (vii) Delay the construction of driveway from the front allotment boundary to the setback of the garage for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (viii) Delay the front landscaping to the dwelling for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (ix) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (x) Erect or cause to permit to be erected or remain erected any fencing upon a side or rear boundary of a lot :-
  - (A) Unless such fence is 1.8 metres in height and is constructed of double sided timber palings with exposed posts and timber capping.
  - (B) Between the front boundary and 1 metre behind the front building line.
  - (C) Constructed of steel sheeting or compressed board.
- (xi) Occupy the private dwelling unless the construction of the perimeter fencing has been completed.
- (xii) Except with prior written consent of Evolve Development Pty Ltd and in accordance with the Summerhill Design Guidelines, commence construction of any building or landscaping works

This restriction shall expire four years after the date of registration of this plan

SHEET 9
 DATE 25 / 5 / 2010 COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

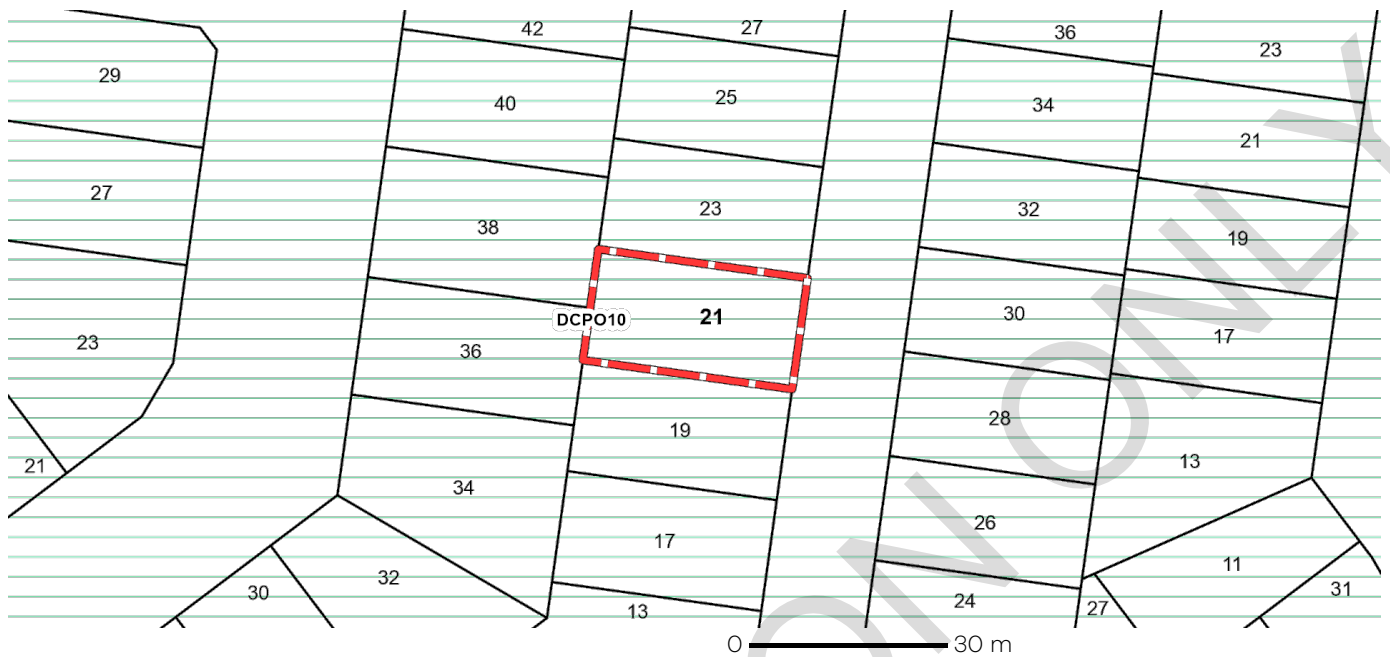
LICENSED SURVEYOR (PRINT) KEVIN CHARLES WALSH  
SIGNATURE  DATE 14/01/2009  
REF 35909/Stg.2 VERSION 9



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

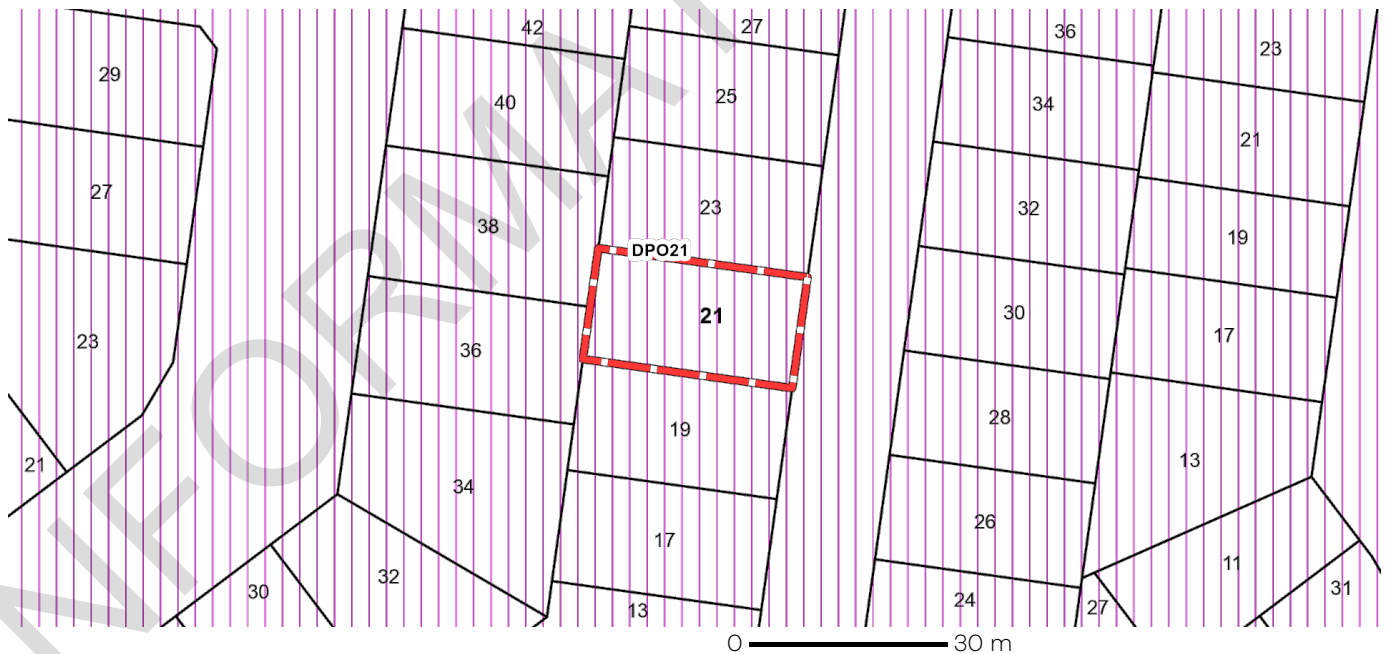


 **DCPO - Development Contributions Plan Overlay**

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

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



 **DPO - Development Plan Overlay**

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

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection Overlay

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

INFORMATIVE

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

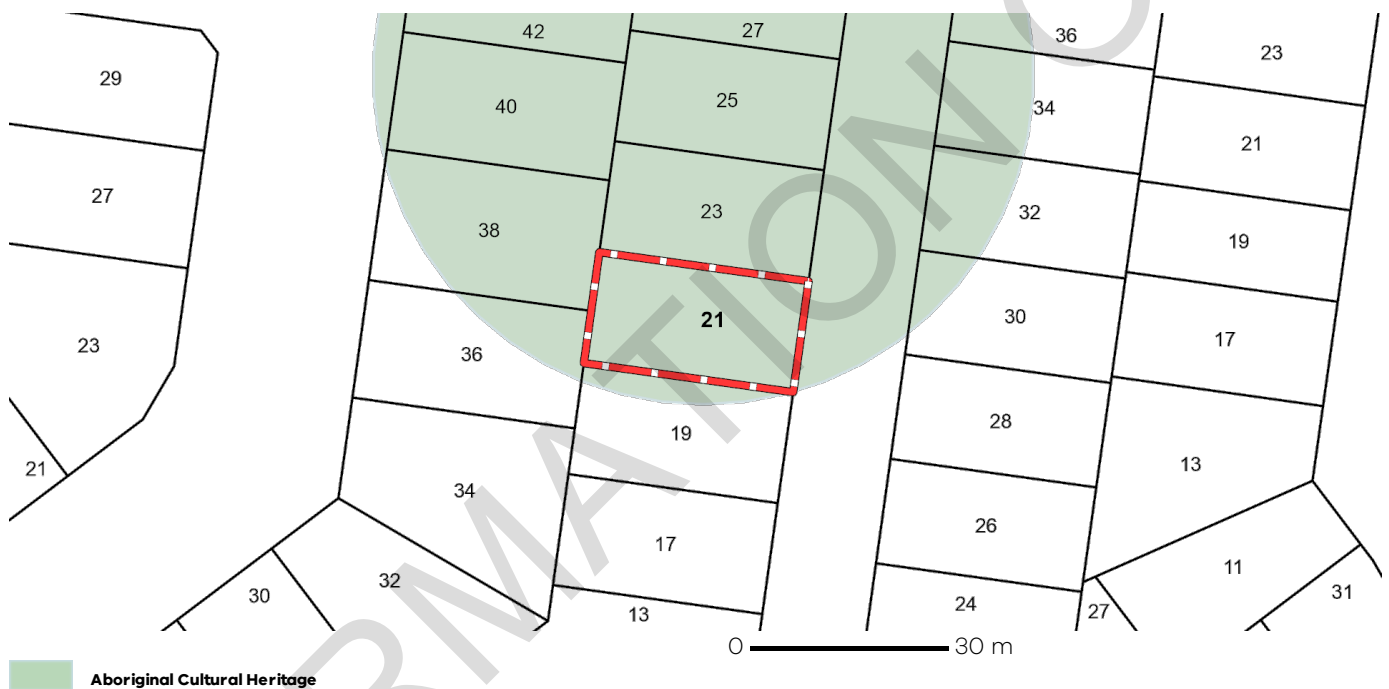
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

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

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

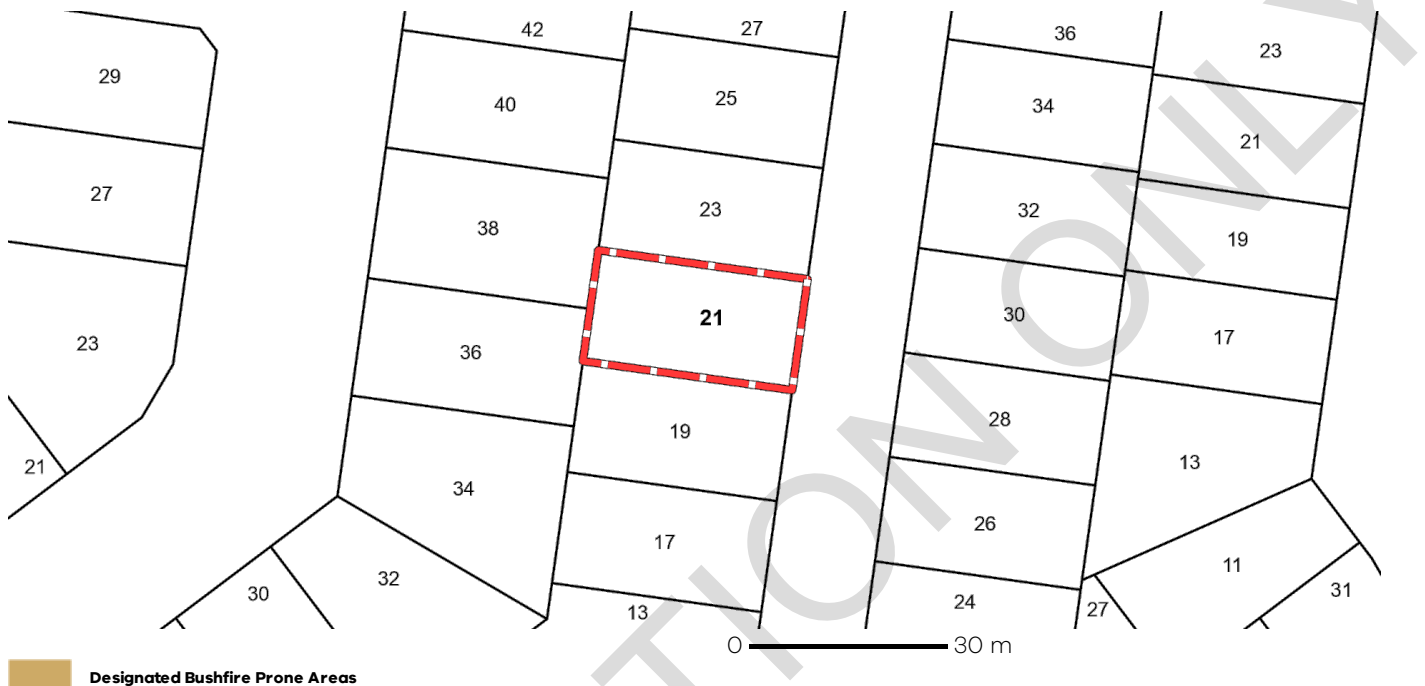
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is 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 \(environment.vic.gov.au\)](http://Nativevegetation.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 \(environment.vic.gov.au\)](http://NatureKit.environment.vic.gov.au)

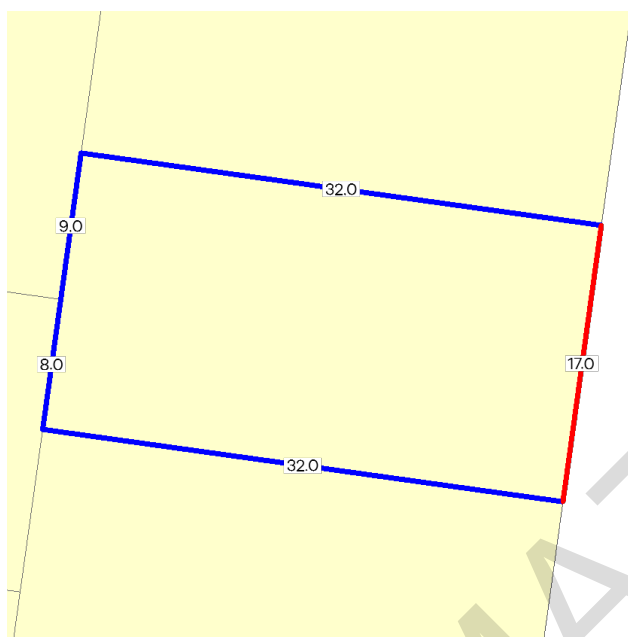
## PROPERTY DETAILS

Address: **21 STONEGATE DRIVE WOLLERT 3750**  
Lot and Plan Number: **Lot 216 PS626939**  
Standard Parcel Identifier (SPI): **216\PS626939**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **747162**  
Directory Reference: **Melway 181 K3**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 544 sq. m

**Perimeter:** 98 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: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## 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

**Date of issue**  
02/05/2025

**Assessment No.**  
747162

**Certificate No.**  
171579

**Your reference**  
76625301-017-2

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 21 Stonegate Drive WOLLERT 3750

**Description:** LOT: 216 PS: 626939S

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$850,000	\$490,000	\$42,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,990.52
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$73.95
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 02/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,891.52
<b>Balance of rates &amp; charges due:</b>	<b>\$630.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$630.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **747162**



Phone 1300 301 185  
Ref **747162**



Bill Code **5157**  
Ref **747162**

30th April 2025

Sargeants Hawthorn C/- triSearch (Website) C/- LAN  
LANDATA

Dear Sargeants Hawthorn C/- triSearch (Website) C/- LAN,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	21 STONEGATE DRIVE WOLLERT 3750
<b>Applicant</b>	Sargeants Hawthorn C/- triSearch (Website) C/- LAN LANDATA
<b>Information Statement</b>	30936903
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	562591

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	21 STONEGATE DRIVE WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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

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

## **Melbourne Water Property Information Statement**

Property Address	21 STONEGATE DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

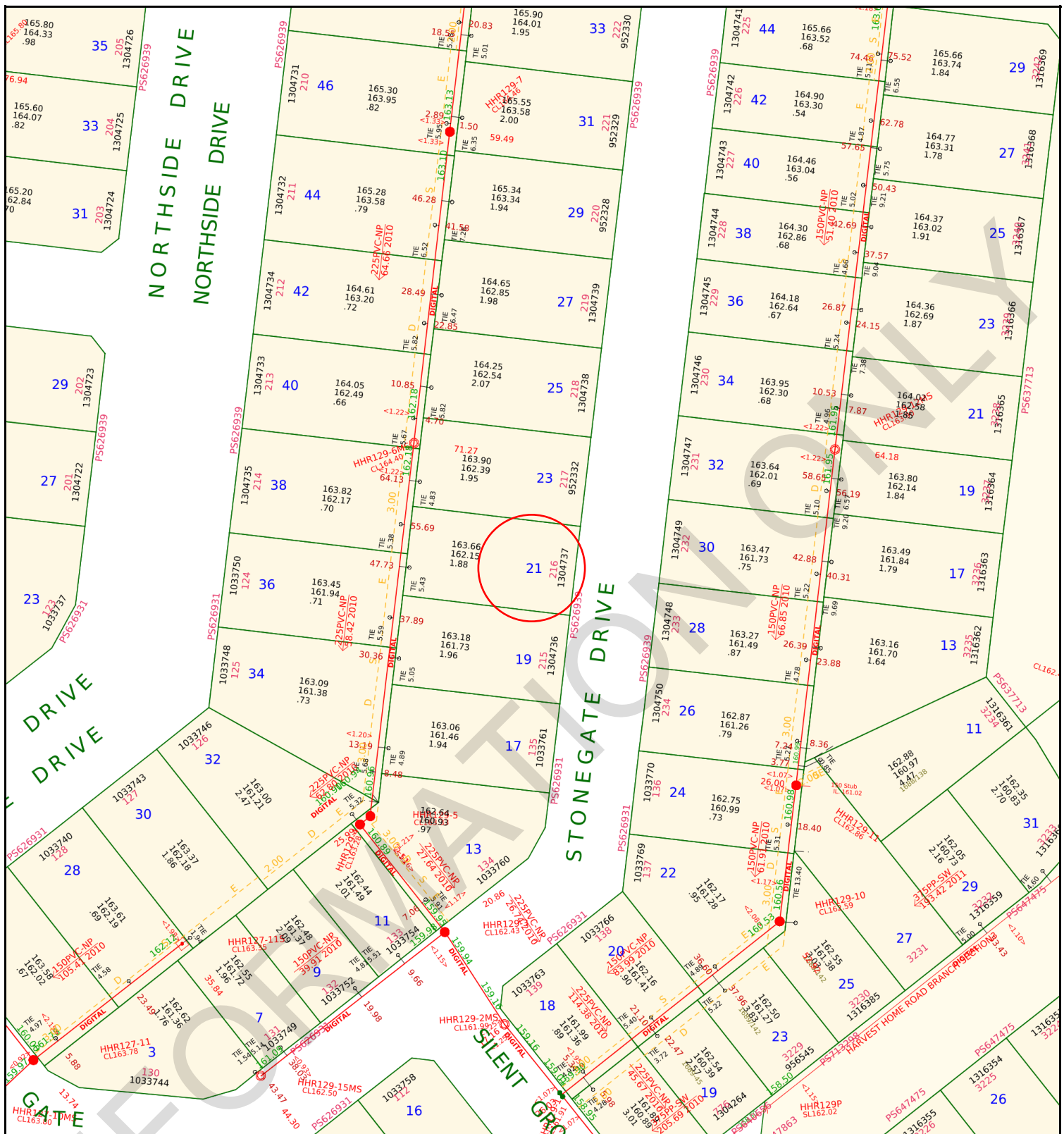
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30936903**

<b>Address</b>	21 STONEGATE DRIVE WOLLERT 3750
<b>Date</b>	30/04/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow			MW Drainage Manhole	
Existing Sewer		Sewer Offset		<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch				

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

Sargeants Hawthorn C/- triSearch (Website) C/- LAN  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 9222013100  
**Rate Certificate No:** 30936903

**Date of Issue:** 30/04/2025  
**Your Ref:** 562591

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
21 STONEGATE DR, WOLLERT VIC 3750	216\PS626939	5012928	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge		\$0.00	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$191.01



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

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

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

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

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

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

**Recycled water is available at this property**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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

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

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**Property No:** 5012928

**Address:** 21 STONEGATE DR, WOLLERT VIC 3750

**Water Information Statement Number:** 30936903

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 92220131003

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / SARGEANTS HAWTHORN

Your Reference: S-5723-AT-YAP

Certificate No: 90029729

Issue Date: 01 MAY 2025

Enquiries: TXB5

Land Address: 21 STONEGATE DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38021189	216	626939	11208	196	\$1,440.00
	216	626939			

Vendor: KUEN YAP

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR KUEN SON YAP	2025	\$490,000	\$1,920.00	\$0.00	\$1,440.00

Comments: Land Tax of \$1,920.00 has been assessed for 2025, an amount of \$480.00 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$850,000

SITE VALUE (SV): \$490,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$1,440.00**

# Notes to Certificate - Land Tax

Certificate No: 90029729

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,920.00

Taxable Value = \$490,000

Calculated as \$1,350 plus ( \$490,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,500.00

Taxable Value = \$850,000

Calculated as \$850,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90029729

### 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](http://www.bpay.com.au)

### CARD



Ref: 90029729

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SARGEANTS HAWTHORN

Your Reference: S-5723-AT-Yap

Certificate No: 90029729

Issue Date: 01 MAY 2025

Enquires: TXB5

Land Address: 21 STONEGATE DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38021189	216	626939	11208	196	\$0.00
	216	626939			\$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:	\$850,000
SITE VALUE:	\$490,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90029729

## 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](http://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 / SARGEANTS HAWTHORN

Your Reference:	S-5723-AT-YAP
Certificate No:	90029729
Issue Date:	01 MAY 2025

Land Address: 21 STONEGATE DRIVE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
216	626939	11208	196
216	626939		

Vendor: KUEN YAP  
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

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 90029729

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 90029729

### 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](http://www.bpay.com.au)

### CARD



Ref: 90029729

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sargeants Hawthorn C/- triSearch (Website)  
135 KING STREET  
SYDNEY 2000  
AUSTRALIA

Client Reference: 562591

NO PROPOSALS. As at the 30th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

21 STONEGATE DRIVE, WOLLERT 3750  
CITY OF WHITTLESEA

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 April 2025

Telephone enquiries regarding content of certificate: 13 11 71