
**CONTRACT FOR SALE OF REAL ESTATE
AND SECTION 32 VENDOR STATEMENT**

PROPERTY: 13 BLACK STREET, CHELSEA VIC 3196



PO Box 5035, Mordialloc VIC 3195
P: 03 8685 8788
E: julie@morganconveyancing.com.au
Ref.: JM:KH:25/0484



Contract of Sale of Land

Property: 13 Black Street, Chelsea VIC 3196

© Copyright September 2025



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright September 2025

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.



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

© Copyright September 2025

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
 Name of individual

.....
 Signature of individual

.....
 Name of individual

.....
 Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
 in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
 Name of director

.....
 Signature of director

.....
 Name of director/secretary

.....
 Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Thomas Nicholls Harris

.....
Name of individual

.....
Signature of individual

Sophie Elise Boustead

.....
Name of individual

.....
Signature of individual

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

Table of Contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of Sale

Vendor’s estate agent

Name: O'Brien Real Estate Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obrienrealestate.com.au
Tel: 9772 7077 Mob: 0439 394 434 Fax: Ref: Jo Barclay

Vendor

Name: Thomas Nicholls Harris and Sophie Elise Boustead
Address: 61 Randall Avenue, Chelsea VIC 3196
ABN/ACN:
Email:

Vendor’s legal practitioner or conveyancer

Name: Morgan Conveyancing
Address: Think Offices, Suite 10, 100 Nepean Highway, Aspendale VIC 3195
PO Box 5035, Mordialloc VIC 3195
Email: julie@morganconveyancing.com.au
Tel: 03 8685 8788 Mob: Fax: Ref: 25/0484

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser’s legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10493 Folio 544	1	PS 424123U

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 13 Black Street, Chelsea VIC 3196

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

SEE ADDITIONAL SPECIAL CONDITIONS ATTACHED

eCOSID: 184203018

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- eCOSID: 184203018
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- eCOSID: 184203013
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

eCOSID: 184203018

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

eCOSID: 184203018

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- eCOSID: 184203018
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

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

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- eCOSID: 184203018
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

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

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

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

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

eCOSID: 184203018 (c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

eCOSID: 184203018 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

eCOSID: 184203018 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

eCOSID: 184203018

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, 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

eCOSID: 184203018

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

eCOSID: 184203018

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

13 BLACK STREET CHELSEA VIC 3196

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. The land and buildings (if any) as sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Identity of Land

The Purchaser admits that the Land as offered for sale and inspected is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions, claim any compensation, rescind the Contract of Sale or delay settlement for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend the Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended). The Purchaser shall not be entitled to make any objection or claim for compensation in respect of or by reason of:

- (a) Any boundary of the Land being unfenced or any boundary fences or wall being not upon or within such boundary;
- (b) The existence or passage through or on the Property or any adjoining lot of mains, pipes, wires or connections with any water sewerage, drainage, gas, electricity, telephone or other system or service, whether to the Property or other adjoining lot or jointly or to both or otherwise and whether subject to registered easement or otherwise.

5. Condition of Property and Goods

- (a) Prior to signing this Contract of Sale the Purchaser inspected and established the state and condition of the Property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering of Act of God and occurring between the Day of Sale and the Settlement Date nor delay Settlement on account thereof.

- (b) Pending settlement, the Vendor may, and be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale. The Purchaser shall be responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.

6. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

7. Notices

General Condition 28 is to be replaced by the following:

The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings. The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings. The Purchaser must obtain the Vendors written consent five (5) days prior to entry of the property to comply with their responsibility where action is required before settlement.

8. Foreign Acquisition

The Purchaser warrants that if he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

9. General Conditions that are Varied or Not Applicable

- (a) If Builder Warranty Insurance is not already included in the Section 32 Vendor Statement attached then General Condition 12 does not apply.
- (b) This Contract is not a Terms Contract and General Condition 30 does not apply.

10. Section 32 Vendor Statement

The Purchaser acknowledges having received a signed Section 32 Vendor Statement from the Vendor in accordance with the Sale of Land Act 1962.

11. Due Diligence Checklist

The Purchaser acknowledges having received a copy of the Due Diligence Checklist in accordance with Section 33 (Division 2A) Sale of Land Act 1962.

12. Solar Panels

The Vendor makes no representations and gives no warranty whatsoever with respect to any solar panels or related equipment installed on the Property in relation to condition, state of repair, fitness for purpose, their input, feed in tariff, storage (if any) 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 for the Property between the Vendor and with any energy company (if any) shall cease on Settlement and the Purchaser shall make their own enquiries and make their own arrangements for the period immediately after Settlement of the Property.

13. Swimming Pools and Smoke Alarms

- (a) In the event that the Property includes a swimming pool/spa, the Purchaser hereby acknowledges that by signing this Contract of Sale that the swimming pool/spa located on the Property may not have fencing or safety measures that comply with the requirements of current building regulations or be registered.
- (b) In the event that the swimming pool/spa is non-complaint, it is the Purchaser's responsibility from the day of sale to bring the swimming pool/spa in compliance with the current building regulations.
- (c) The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations, including the registration, inspections, or compliance.
- (d) The Purchaser agrees that it must not:
 - (i) require the Vendor to comply with any notice issued by an authority on or after the day of sale directly or indirectly related to the swimming pool/spa;
 - (ii) delay settlement for any reason directly or indirectly related to the swimming pool/spa;
 - (iii) seek any compensation from the Vendor for any non-compliance with current building regulations related to the swimming pool/spa; or
 - (iv) terminate this Contract of Sale for any reason directly or indirectly related to or associated with the swimming pool/spa not complying with the current building regulations.
- (e) Further, the Purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Buildings Regulations 2006 within thirty days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for installing smoke alarms.

14. No representation or warranty as to contamination

- (a) The Purchaser acknowledges that the Vendor has not made nor shall be construed as having made any representation or warranty that the Property is free of Contamination.

The Purchaser acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Purchaser relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

- (b) The Purchaser assumes full liability and responsibility for any Contamination and releases and discharges the Vendor from any liability for any Contamination and indemnifies and will keep indemnified from and against any damage, loss, cost or liability incurred or suffered by the Vendor as a result of any Contamination.
- (c) For the purposes of this special condition:
 - (i) Contamination means the presence in under or upon land or groundwater of a substance, gas, odour, or heat at a concentration above the concentration at which such substance, gas, odour or heat is normally present and being a presence that:
 - (A) fails to comply with any Environmental Law;
 - (B) fails to comply with any standard prescribed for that matter; or
 - (C) presents, or may present, a risk of harm to human health or the Environment.
 - (ii) Environment has the meaning given in the Environment Protection Act 2017 (VIC);
 - (iii) Environment Law means any law regulating or otherwise relating to the Environment or any Contamination including any law relating to land use, planning, pollution of air, water, soil or ground water, chemicals, waste, asbestos, dangerous goods or to any other aspect of the Environment or person or property.

15. Nomination

The Purchaser may no later than fourteen (14) days before the Settlement Date nominate a suitable or additional Purchaser to take a transfer of the land. The named Purchaser in the Contract of Sale remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.

The Purchaser must pay the professional fees to the Vendor's Representative of \$220.00 for the nomination.

16. Adjustments

The Purchaser agrees to provide Statement of Adjustments together with copies of all current statutory certificates (including Land Tax Certificate) and other information used to calculate the adjustments at least five business days prior to the Settlement Date. The statutory certificates provided must be current as at the Settlement Date. If the Purchaser does not provide the Statement of Adjustments and Certificates within the time frame specified then a default fee of \$330.00 will be payable by the Purchaser on settlement.

17. Contract Variation and Extensions

The Purchaser agrees to pay to the Vendor's Representative the amount of \$220.00 at settlement for each extension and variation request made to the Contract of Sale after the day of sale.

18. Purchaser's Default

The Purchaser agrees that should the Purchaser be in default under this Contract of Sale, then it shall reimburse the Vendor for all reasonably foreseeable losses, damages or expenses, including but not limited to:

- (a) If the Vendor has purchased another property which is reliant upon the sale of the Property described in this transaction, the Vendor is entitled to charge any interest and/or charges incurred on such Purchase as a result of the default of the Purchaser in this transaction;
- (b) Additional fees incurred in advising the Vendor of the Purchaser's inability to settle, advice regarding the Vendor's rights to penalty interest and rescission, communications with Purchaser's representative and such other attendances as may be required, such professional fees to be in the sum of \$330.00; and
- (c) Further additional professional fees of \$990.00 should a Notice of Default be served on the Purchaser.

In General Condition 33, the words "2%" are replaced with "6%".

19. Early Access

If the Purchaser requests early access or occupation of the Property under a Licence Agreement (subject to the Vendor's Agreement) then the Purchaser will be required to execute a Licence Agreement as prepared by the Vendor's Representative at the Purchaser's Expense. The Purchaser agrees to pay the Licence Agreement Fee of \$440.00 on settlement.

20. Vendor's Successors in Title

In the event the Vendor dies before the Settlement Date in this Contract of Sale, the Purchaser agrees that the Settlement Date will be postponed until ten (10) Business Days after a Grant of Probate or Letters of Administration by the relevant Court of competent jurisdiction, or, lodgement and completion of a Survivorship Application. For the avoidance of doubt, the death of the Vendor prior to settlement will not be deemed to be a default of this Contract of Sale. The Purchaser shall not make any requisition, objection, or claim for compensation or refuse or delay settlement and/or payment of the purchase price for any matters contained in this Special Condition.

21. Owner Builder Report but no Insurance

The Vendor and the Purchaser acknowledge and agree that the property is being sold without the benefit of Domestic Building Insurance for the works set out in the Owner Builder Report prepared by Jim's Building Inspections dated 12 January 2026 pursuant to section 137B of the Building Act 1993 (Vic) ("Building Works") and attached to the Section 32 Vendor Statement.

The Purchaser further acknowledges and agrees that, prior to entering into this Contract of Sale, they have inspected the Building Works at the Property, are satisfied with the standard of the works, and shall not take any action under this Special Condition. The Purchaser hereby waives all their rights under Section 137B of the Building Act 1993 (Vic) in relation to the absence of the Domestic Building Insurance.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	13 BLACK STREET, CHELSEA VIC 3196
------	-----------------------------------

Vendor's name	Thomas Nicholls Harris	Date
		/ /
Vendor's signature		17/2/2026
	Signed by:  F935C045C1B94C4...	
Vendor's name	Sophie Elise Boustead	Date
		/ /
Vendor's signature		17/2/2026
	Signed by:  79063A2469E44AC...	

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

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- ☒ Are contained in the attached certificates and/or statements

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

- ☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

- 6.1 ☒ The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an

occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Thomas Nicholls Harris and Sophie Elise Boustead

Property Address: 13 Black Street, Chelsea VIC 3196

Lot: 1 on Plan of Subdivision: 424123U

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

Dated: 29 January 2026

Signed for an on behalf of the Vendor: *Morgan Conveyancing*

GUARANTEE and INDEMNITY

I/We,of
andof

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and 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 on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

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

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

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

VOLUME 10493 FOLIO 544

Security no : 124131557032E

Produced 22/01/2026 04:34 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 424123U.
PARENT TITLE Volume 06197 Folio 211
Created by instrument PS424123U 27/01/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SOPHIE ELISE BOUSTEAD
THOMAS NICHOLLS HARRIS both of 13 BLACK STREET CHELSEA VIC 3196
AR487085A 25/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ883298D 03/12/2025
BEYOND BANK AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE PS424123U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ883297F (E)	DISCHARGE OF MORTGAGE	Registered	03/12/2025
AZ883298D (E)	MORTGAGE	Registered	03/12/2025

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

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

Street Address: 13 BLACK STREET CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 03/12/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS424123U

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS424123U
Number of Pages (excluding this cover sheet)	2
Document Assembled	22/01/2026 16:40

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION	PLAN NUMBER PS 424123 U				
LOCATION OF LAND PARISH: <u>LYNDHURST</u> TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: <u>143 (PART)</u> CROWN PORTION: _____ LTO BASE RECORD: <u>CHART 11 (3025)</u> TITLE REFERENCES: VOL <u>6197</u> FOL <u>211</u> LAST PLAN REFERENCE: <u>LP 5316, LOT 78 (PT)</u> POSTAL ADDRESS: <u>5 EMBANKMENT GROVE</u> AMG Co-ordinates <u>CHELSEA, 3196</u> <u>N 5786 950</u> ZONE: <u>55</u> (of approx. centre of plan) <u>E 334 570</u>		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: <u>KINGSTON</u> REF: <u>KS 98/365</u> 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. 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 <u>22/ 3/ 99</u> Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date <u> / /</u>		LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE: <u>21/1/00</u> LTO USE ONLY PLAN REGISTERED TIME <u>11:31</u> DATE <u>21/1/2000</u> <i>[Signature]</i> Assistant Registrar of Titles				
VESTING OF ROADS OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">IDENTIFIER</th> <th style="width: 50%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	NOTATIONS DEPTH LIMITATION: <u>NIL</u> STAGING: This is/is not a staged subdivision. Planning Permit No. _____ SURVEY: This plan is/is not based on survey.		
IDENTIFIER	COUNCIL/BODY/PERSON							
NIL	NIL							
EASEMENT INFORMATION								
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of				
E-1	PARTY WALL	0.16	THIS PLAN	LOT 3				
E-2	PARTY WALL	0.16	THIS PLAN	LOT 2				
E-3	DRAINAGE	3.05	LP 5316	LOTS ON LP 5316				

BRIAN MOXHAM SURVEYING P.L.
 80 MOORES RD, MONBULK, 3793.
 PHONE 9752 0361
 FAX 9756 6366

Sheet 1 of 2 Sheet

SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

LICENSED SURVEYOR (PRINT) **BRIAN DAVID MOXHAM**

SIGNATURE _____ DATE 13/11/98

REF 98.2.10 VERSION _____

DATE 22/ 3/ 99

COUNCIL DELEGATE SIGNATURE _____

PS424123U

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1217051

APPLICANT'S NAME & ADDRESS

MORGAN CONVEYANCING, CARE OF LANDCHECKER C/-
LANDATA
DOCKLANDS

VENDOR

HARRIS, THOMAS NICHOLLS

PURCHASER

BOUSTEAD, SOPHIE ELISE

REFERENCE

Harris & Boustead P 25/0484

This certificate is issued for:
LOT 1 PLAN PS424123 ALSO KNOWN AS 13 BLACK STREET CHELSEA
KINGSTON CITY

The land is covered by the:
KINGSTON PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

22 January 2026
Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

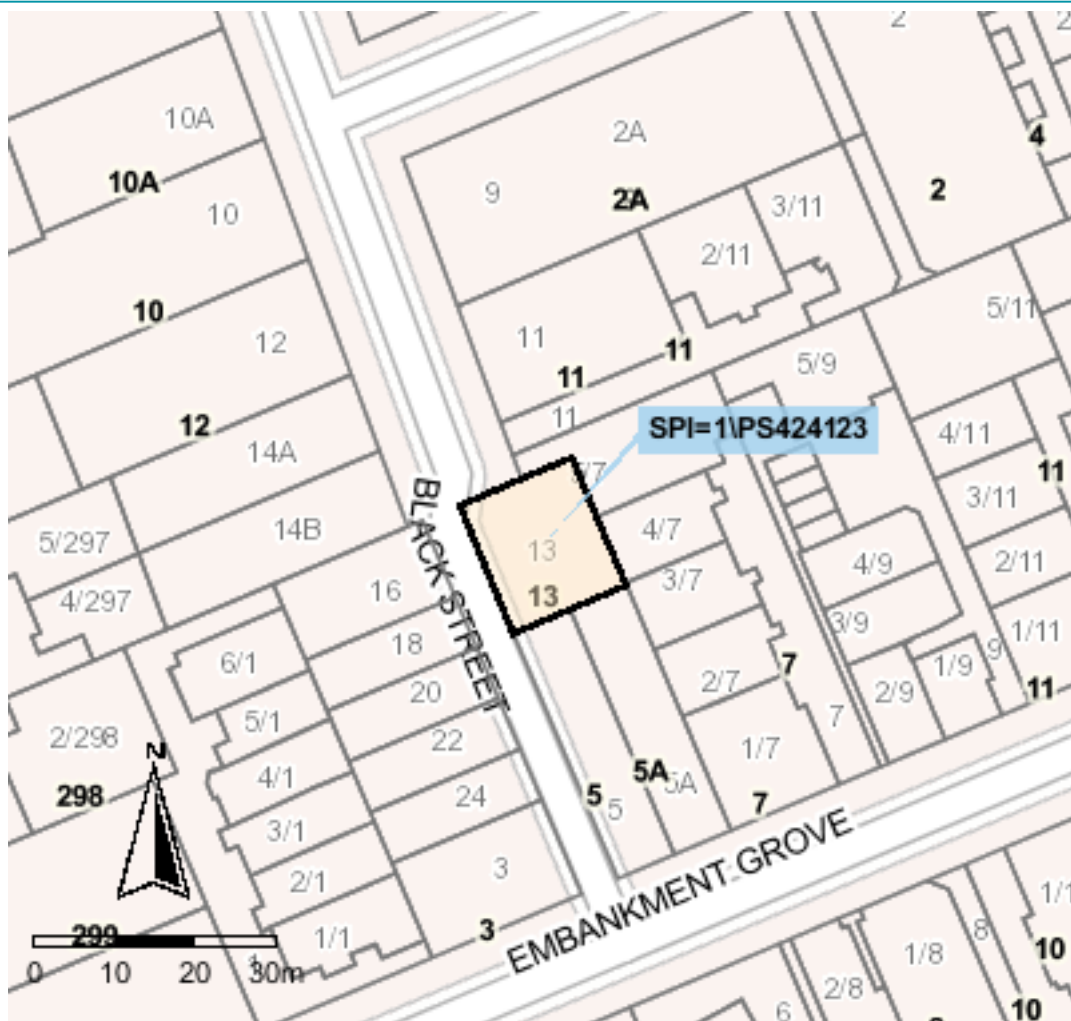
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 January 2026 04:45 PM

PROPERTY DETAILS

Address: **13 BLACK STREET CHELSEA 3196**
Lot and Plan Number: **Lot 1 PS424123**
Standard Parcel Identifier (SPI): **1\PS424123**
Local Government Area (Council): **KINGSTON**
Council Property Number: **435606**
Planning Scheme: **Kingston**
Directory Reference: **Melway 93 B12**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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

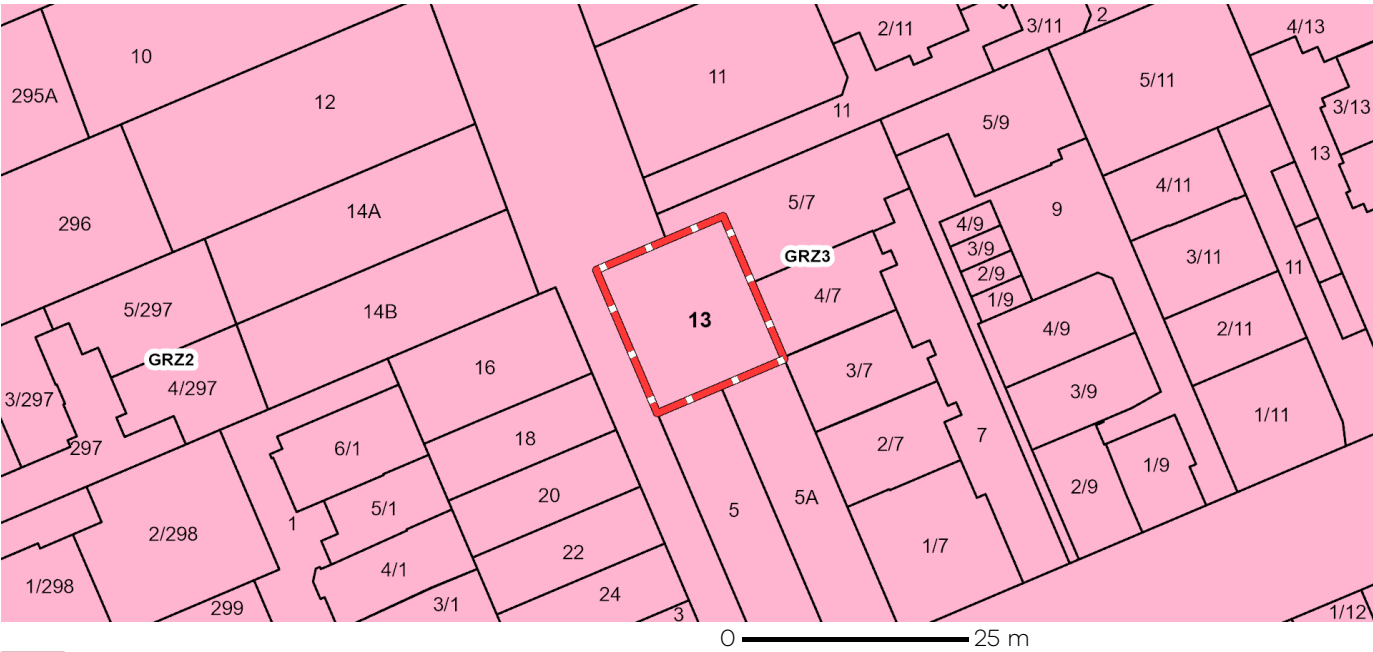
STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority
Fire Authority

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

PLANNING PROPERTY REPORT

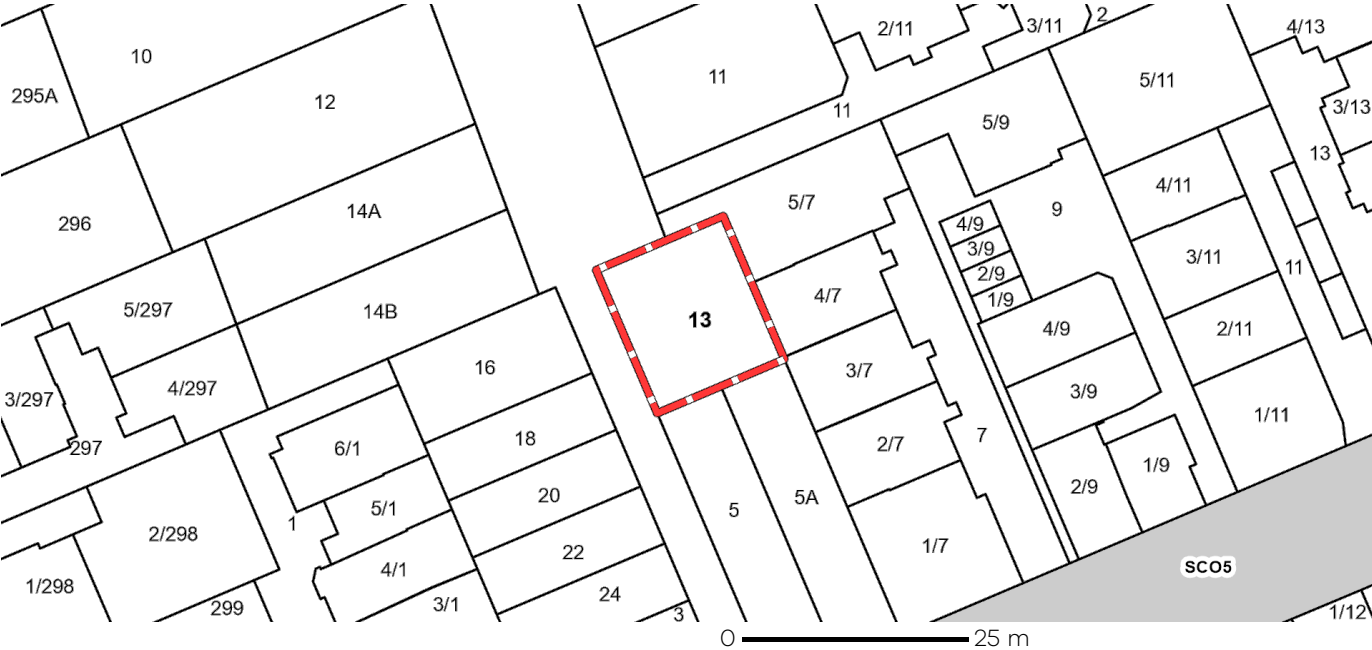
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



SCO - Specific Controls Overlay

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

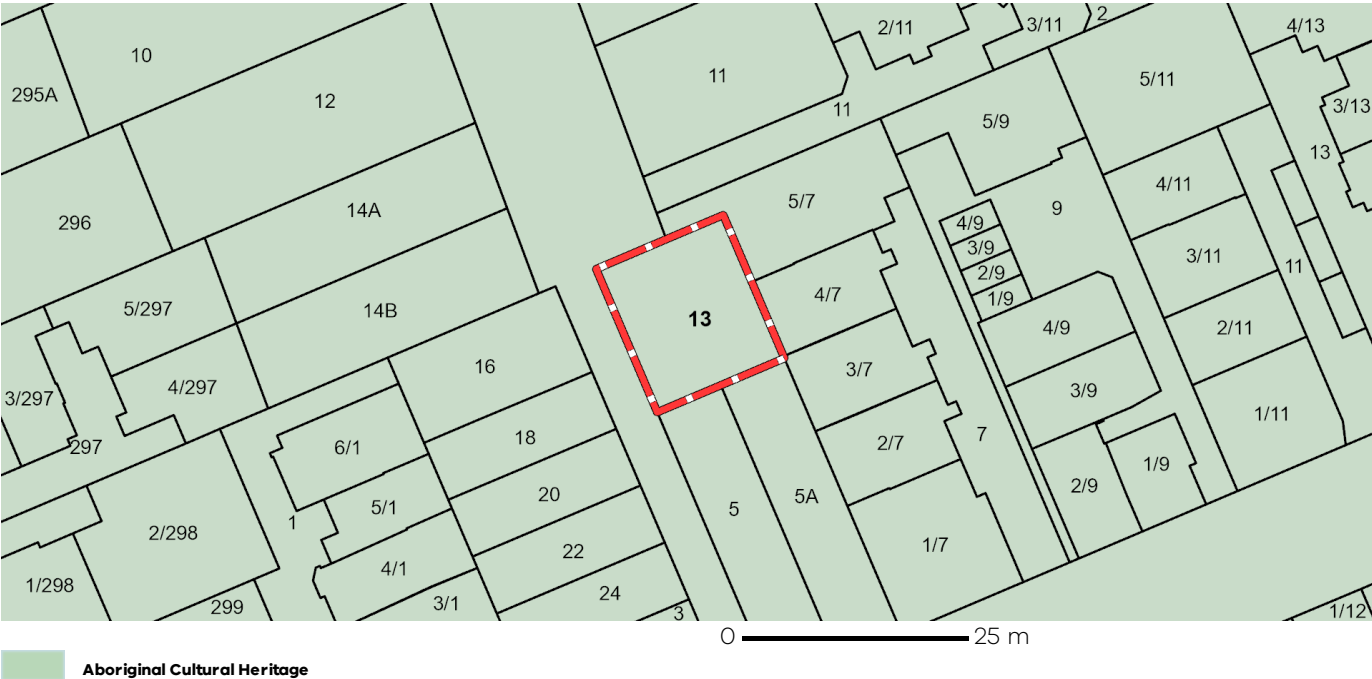
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/gavQuestion1.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 20 January 2026.

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.vic.gov.au/vicplan/>

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Morgan Conveyancing, care of Landchecker
Level 1, 49-51 Stead Street
SOUTH MELBOURNE 3205

Client Reference: Harris & Boustead P 25/0484

NO PROPOSALS. As at the 22th January 2026, 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®.

13 BLACK STREET, CHELSEA 3196
CITY OF KINGSTON

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: 22th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79426855 - 79426855163400 'Harris & Boustead P 25/0484'



BUILDING CERTIFICATE

Building Regulations 2018

Regulation 51 (1)

Certificate Number : JA:SLAGM1:435606

Your Reference: 79426855-019-2:88141

Contact: Michelle Slagter

Phone number: 9581 4130

23 January 2026

Property Address: **13 Black Street, CHELSEA VIC 3196**

Regulation 51(1)

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

Residential Notes:

- As of the 1st of December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool/ spa safety barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11th of March 2009, all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

A handwritten signature in blue ink, appearing to read 'Jim Ploumis'.

Dimitrios (Jim) Ploumis
Municipal Building Surveyor

community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road

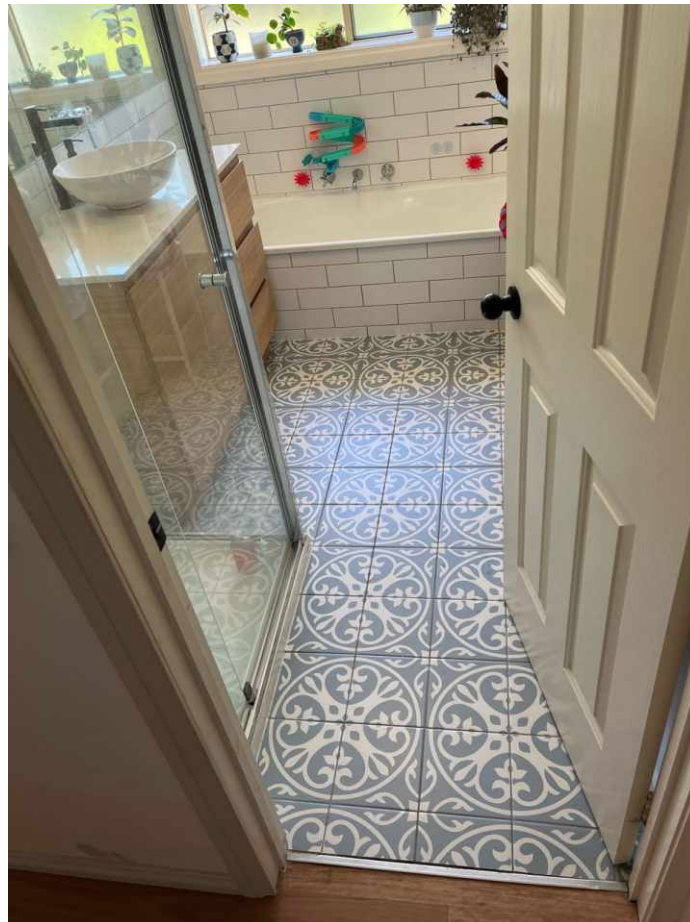
1300 653 356 131 450 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc



Owner Builder Warranty Inspection Report (137B)

Inspection Date: Mon, 12 Jan 2026

Property Address: 13 Black Street Chelsea



Contents

	The Parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant Items
Section E	Additional comments
Section F	Annexures to this report
	Definitions to help you better understand this report
	Terms on which this report was prepared
	Special conditions or instructions
	If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.
	This Report has been prepared in accordance with the pre-inspection agreement in place between the parties set out below, which set out the purpose and scope of the inspection, and the significant items that will be reported on. This Report reflects the opinion of the inspector based on the documents that have been provided. This Report should be read in its entirety and in the context of the agreed scope of Services. If there is a discrepancy between the summary findings and the body of the Report, the body of the Report will prevail. We recommend that you should promptly implement any recommendation or advice in this Report, including recommendations of further inspections by another specialist. If you have any queries with this Report or require further information, please do not hesitate to contact the person who carried out the inspection. This Report contains reference to material that is the copyright of Standards Australia reproduced under agreement with SAI Global to Jim's Building Inspections (Australia).

Original Inspection Date: Mon, 12 Jan 2026

The Parties

Name of the Client: Thomas Harris

Name of the Principal(If Applicable):

Job Address: 13 Black Street Chelsea

Client's Email Address:

Client's Phone Number:

Consultant: Morris Terzo Ph: 0491 279 368
Email: Macleod@jimsbuildinginspections.com.au

DBU 42064

Company Name: Jim's Building Inspections (Macleod)

Company Address and Postcode: Macleod 3085

Company Email: Macleod@jimsbuildinginspections.com.au

Company Contact Numbers: 0491 279 368

Special conditions or instructions

A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors

The following apply: This inspection was a non-invasive visual inspection only and hence, it was not possible to fully determine the method of water proofing of the wet areas however, these works appear to have been done satisfactorily.

Section A Results of Inspection - summary

A summary of your inspection is outlined below; please also refer to the Report.

	Found	Not Found
Safety Hazard		✓
Defect		✓
Incomplete Works		✓
Recycled Building Materials		✓

Overall Condition

In summary, the building, compared to others of similar age and construction is in the condition documented in this report.

Section B General

General description of the property

Building Type

Residential

Company or Strata title

Unknown

Floor

Slab on ground

Furnished

Furnished

No. of bedrooms

Not Applicable

Occupied

Occupied

Orientation

South

Other Building Elements

N/A

Other Timber Bldg Elements

N/A

Roof

Pitched, Tiled

Storeys

Single

Walls

Brick Veneer (Timber Framed)

Weather

Fine

Section C Accessibility

Areas Inspected

The following areas were inspected. Only areas in which the Owner Builder undertook works are included in the scope of inspection.

As documented in your Pre-Inspection Agreement, obstructions and limitations to the accessible areas for inspection are:

- Exterior
- Interior

The inspection excludes areas which are affected by obstructions or where access is limited or unsafe. We do not move obstructions and building defects may not be obvious unless obstructions or unsafe conditions are removed to provide access.

Inaccessible Areas

The following areas were inaccessible:

- Not Applicable

Inaccessible areas present a high risk for undetected building defects, incomplete works and potentially a lower risk for undetected use of second hand building materials. The client is strongly advised to make these areas accessible wherever possible for re-inspection.

Obstructions and Limitations

Building defects, incomplete works and the use of second hand or recycled building materials may be concealed by the following obstructions which prevented full inspection:

- Above safe working height
- Appliances and equipment
- External finished ground level
- Fixed Furniture - Built-in Cabinetry
- Floor coverings
- Furniture
- Landscaping
- Stored items

- Vegetation

- Wall linings

Obstructions increase the risk of undetected building defects, incomplete works and the use of second hand building materials. The client should make arrangement to remove obstructions wherever possible and arrange to re-inspect these areas urgently.

Undetected defect risk

A risk rating is provided to help you understand the degree to which accessibility issues and the presence of obstructions have limited the scope of the inspection

The risk of undetected defects is: **Low**

When the risk of undetected defects medium or high we strongly recommend further inspection once access is provided or if the obstruction can be removed. Contact us for further advice.

Section D Significant Items

Safety Hazard

No evidence was found

Defect

No evidence was found

Incomplete Works

No evidence was found

Recycled Building Materials

No evidence was found

Section D Significant Items

D4 Further Inspections

We advise that you seek additional specialist inspections from a qualified and, where appropriate, licensed

- As identified in summary and defect statements

Jim's Building Inspections can put you in contact with qualified and licensed providers of these and other trades services. Please contact your inspector for recommendations, or visit www.jims.net.

D5 Conclusion - Assessment of overall condition of property

- This section 137b inspection was commissioned by Thomas Harris who is the owner builder.

The owner has advised that the following building works were completed as an owner builder. No building permit documentation was provided.

2018

- Installation of new flooring
- Electrical upgrade including new HWS

2019

- Bathroom renovation
- Roof tile re-pointing

2022

- Laundry renovation
- New dish washer installed

2024

- New split system installed
- Minor landscaping

These works appear to be in good condition.

M. Terzo

EC - 63766

PE - 0001880

For further information, advice and clarification please contact Morris Terzo on: 0491 279 368

Section D Significant Items

The following items were noted as - Good Condition

Noted Item

Building: Main Building
Location: Various
Finding: Renovation of bathroom & laundry - No works required
Information: No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.





Noted Item

Building: Main Building
Location: Various
Finding: New flooring & electrical upgrade including new HWS, Dishwasher & Split System - No works required
Information: No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.

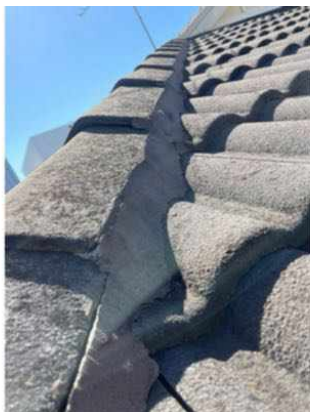




Noted Item

Building: Main Building
Location: Roof Various
Finding: Re-pointing of roof tiling & minor landscaping - No works required
Information: No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.





Definitions to help you better understand this report

Access hole (cover)	An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.
Accessible area	An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.
Appearance defect	Fault or deviation from the intended appearance of a building element.
Asbestos	Asbestos means the asbestiform varieties of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals including the following: (a) actinolite asbestos (b) grunerite (or amosite) asbestos (brown) (c) anthophyllite asbestos (d) chrysotile asbestos (white) (e) crocidolite asbestos (blue) (f) tremolite asbestos (g) a mixture that contains 1 or more of the minerals referred to in paragraphs (a) to (f).
Building and Site	The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, tree stumps and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).
Building element	A portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function. NOTE: For example supporting, enclosing, furnishing or servicing building space.
Client	The person or other entity for whom the inspection is being carried out.
Defect	Fault or deviation from the intended condition of a material, assembly, or component.
Inspection	Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.
Inspector	Person or organisation responsible for carrying out the inspection.
Limitation	Any factor that prevents full or proper inspection of the building.
Major defect	A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.
Minor defect	A defect other than a major defect.
Owner Builder	The definition of an owner builder is subject to some state-based variation. Please check the Building Commission or Authority website of

your state for definitive classifications. Generally an owner builder is someone who undertakes any work including supervision and coordination involved in the construction, alteration, repair, additions or renovations of a dwelling and associated infrastructure (garages, pools etc) where the market cost exceeds a minimum value (check your state based regulations), which relates to a single or dual occupancy dwelling and that requires planning and or building permits under state regulations.

Proper and Tradesmanlike Workmanship (Aust)	As defined in the Guide to Standards and Tolerances in your state.
Readily Accessible Areas	Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces or subfloors where the minimum area of accessibility is not less than 400 mm high by 500 mm wide for manholes, and crawl space access is not less than 600 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes: (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the areas is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide) and (b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).
Roof space/Roof void	Space between the roof covering and the ceiling immediately below the roof covering.
Serviceability defect	Fault or deviation from the intended serviceability performance of a building element.
Significant item	An item that is to be reported in accordance with the scope of the inspection.
Structural defect	Fault or deviation from the intended structural performance of a building element.
Structural element	Physically distinguishable part of a structure. NOTE: For example wall, columns, beam, connection.
Subfloor space	Space between the underside of a suspended floor and the ground.
Urgent and Serious Safety Hazards	Building elements or situations that present a current or immediate potential threat of injury or disease to persons.

Terms on which this report was prepared

This report is based on the condition of the property at the time of inspection. We strongly recommend re-inspection 30 days after this report is issued as the general condition of the property is likely to have changed, including the extent of defects described and instance of potential undetected defects.

This report has been prepared in accordance with and subject to the pre-inspection agreement in place between the parties, which forms part of this Report.

This Report is prepared for the client identified above and may not be relied on by any other person without our express permission or by the purchase of this Report on our website.

SPECIAL ATTENTION SHOULD BE GIVEN TO THE SCOPE, LIMITATIONS AND EXCLUSIONS IN YOUR PRE-INSPECTION AGREEMENT AND THIS REPORT

Any of the exclusions or limitations identified for this Report may be the subject of a special-purpose inspection which we recommend being undertaken by an appropriately qualified inspector

RELIANCE AND DISCLOSURE

This report has been prepared based on conditions at the time of the report.

We own the copyright in this report and may make it available to third parties.

If your Property is in the Australian Capital Territory, you acknowledge we will make certain information about this Report available to the ACT Government for inclusion in the building and pest inspections public register if required under the *Civil Law (Sale of Residential Property) Act 2003*. This will include the fact the report has been prepared, the Property street address, date of the inspection, the name of the person who prepared the report and (if applicable) the entity that employs them.

UNDETECTED DEFECT RISK RATING

If this Report has identified a medium or high-risk rating for undetected defects, we strongly recommend a further inspection of areas that were inaccessible. This may include an invasive inspection that requires the removal or cutting of walls, floors or ceilings.

If the Property has been vacant for a period of time, moisture levels or leaks may not be detectable at the time of the inspection because often only frequent use of water pipes (showers, taps etc) result in a leak being identifiable. We advise further testing on pipes and water susceptible areas (such as the bathroom and laundry) after more frequent use has occurred.

IMPORTANT SAFETY INFORMATION:

This is not a report by a licensed plumber or electrician. We recommend a special-purpose report to detect substandard or illegal plumbing and electrical work at the Property

This is not a smoke alarm report. We recommend all existing detectors in the Property be tested and advice sought as to the suitability of number, placement and operation.

This is not a pest report. As termites are widespread throughout mainland Australia we recommend annual timber pest inspections.

This is not an asbestos report. There are potential products in the Property containing asbestos that will not be identified in this report. In order to accurately identify asbestos, we recommend performing an asbestos inspection, particularly for buildings built prior to 1988.

This is not a report on safety glass. Glazing in older homes may not reflect current standards and may cause significant injury if damaged. Exercise caution around the glass in older homes.

This is not a report on window opening restrictions. We have not inspected window opening restrictors. Window openings in older buildings may not reflect current standards and can be a potential risk. Window opening restrictors are advised for all second story or above windows with sill heights below 900mm. Some states make this a mandatory requirement. Owners should enquire of their local and state requirements to ensure compliance.

This is not a report on pool safety. If a swimming pool is present it should be the subject to a special purpose pool inspection.

External Timber Structures - Balcony and Decks. It is strongly recommended that a Structural Engineer is required to assess distributed load capacity of external timber structures such as balconies and decks, alerting users of the load capacity. Regular maintenance and inspections by competent practitioners to assess the ongoing durability of exposed external timber structures are needed.

This is not a Group Titled Property Report as per AS4349.2. If you require a report for a Group Titled Property as per this standard, please seek a separate inspection for Group Titled Properties.

MOISTURE

The identification of moisture, dampness or the evidence of water penetration is dependent on the weather conditions at the time an inspection. The absence of dampness identified in this Report does not necessarily mean the Property will not experience some damp problems in other weather conditions or that roofs, walls or wet areas are watertight.

Where the evidence of water penetration is identified we recommend detailed investigation of waterproofing in the surrounding area monitoring of the affected area over a period of time to fully detect and assess the cause of dampness.

MAINTENANCE OF THE PROPERTY

This Report is not a warranty or an insurance policy against problems developing with the Property in the future. Accordingly, a preventative maintenance program should be implemented which includes systematic inspections, detection and prevention of issues. Please contact the inspector who carried out this inspection for further advice.

NO CERTIFICATION

- a) The Property has been compared to others of a similar age, construction type and method that had an acceptable level of basic maintenance completed.
- b) We don't advise you about title, ownership or other legal matters like easements, restrictions, covenants and planning laws. None of our inspections constitutes approval by a Building Surveyor, a certificate of occupancy or compliance with any law, regulation or standard, including any comment on whether the Property complies with current Australian Standards, Building Regulations or other legislative requirements.

RECTIFICATION COSTS

We don't provide advice on the costs of rectification or repair unless specifically identified in the scope of the Report. Any cost advice provided verbally or in this report must be taken as of a general nature and is not to be relied on. Actual costs depend on the quality of materials, the standard of work, what price a contractor is prepared to do the work for and may be contingent on approvals, delays and unknown factors associated with third parties. No liability is accepted for costing advice.



City of
KINGSTON

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004

Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

Date of Issue:	23 January 2026
Assessment No:	108005 8
Property Location:	13 Black Street, CHELSEA VIC 3196
Parcel Details:	Lot 1 PS424123
Certificate No:	162284
Certificate Expiry Date:	23 April 2026
Applicants Reference:	79426855-017-8:88142

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

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

Operative Date of Valuation: 01 July 2025	Site Value:	525,000
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	750,000
	Net Annual Value:	37,500

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2025 to 30th June 2026

Arrears

Arrears - Brought Forward 01/07/2025	\$0.00
Legal Fees Brought Forward 01/07/2025	\$0.00

Current Rate

General Rates	\$1,365.08
Emergency Services & Volunteers Fund	\$265.75
Municipal Charge	\$100.00
Waste Management	\$369.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$-1,049.93

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING **\$1,049.90**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	108005/8
Certificate No.	162284
Certificate Expiry Date	23 April 2026

ADDITIONAL INFORMATION

110 - Detached Home

Please Note: All Notices of Acquisition lodged **must have the Date of Birth** and **correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$30.60.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 23 April 2026.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2026.

Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.

- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Biller Code: 8938

Ref: 1080058

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*****IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*****

No Conditions apply to this property.



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Morgan Conveyancing, care of
Landchecker
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 13 BLACK STREET CHELSEA
3196
1 PS 424123

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50B//09628/00019	LANDATA CER 79426855-031-4	22 JANUARY 2026	51259351

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/01/2026 to 31/03/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$31.25

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	\$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- The meter at the property was last read on 18/11/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$2.70 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

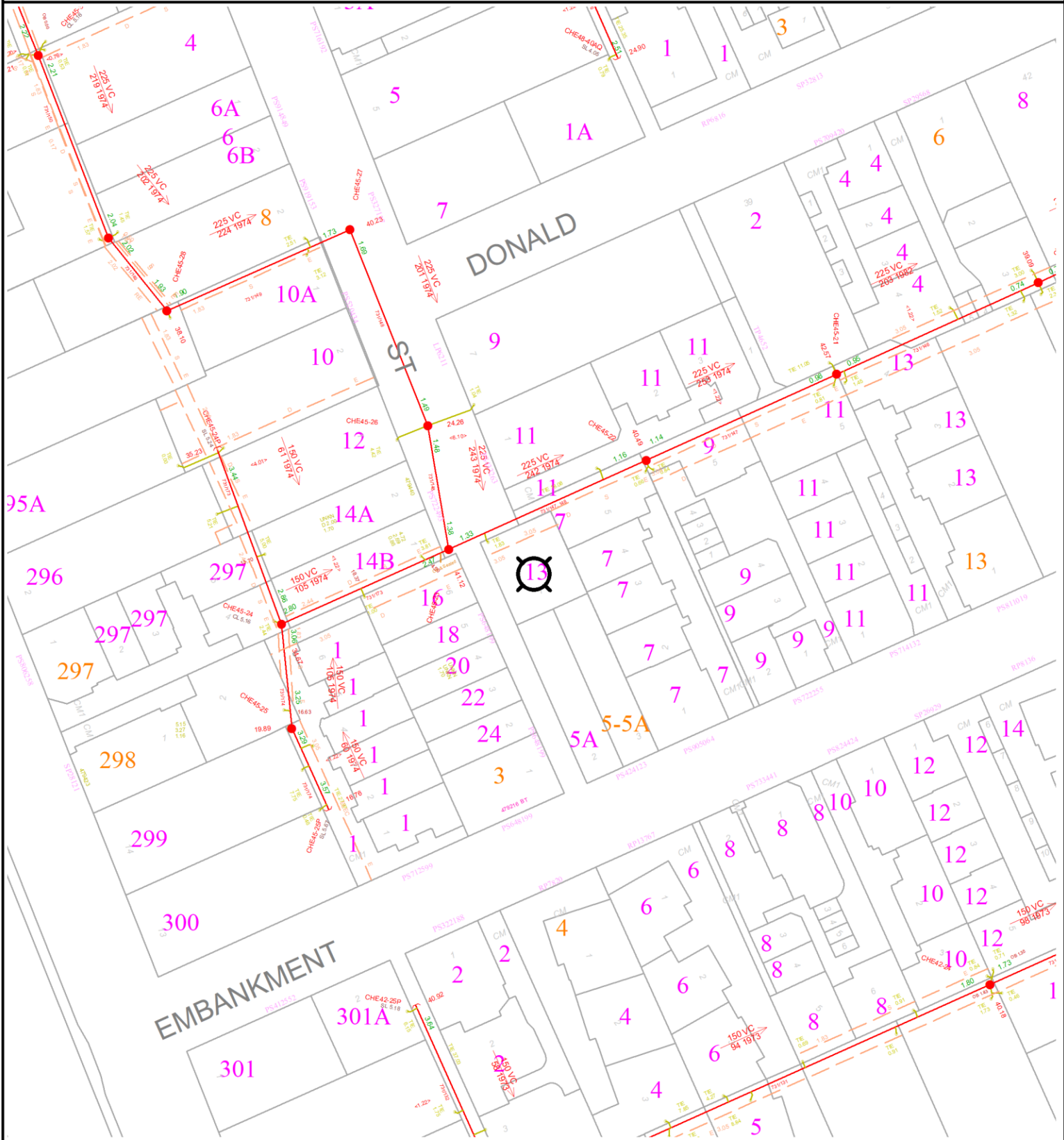
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

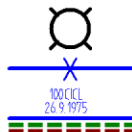
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

- 
 Hydrant

 Fireplug/Washout
 ~ 1.0 Offset from Boundary



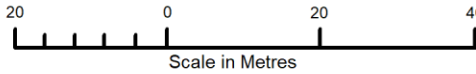
ASBESTOS INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

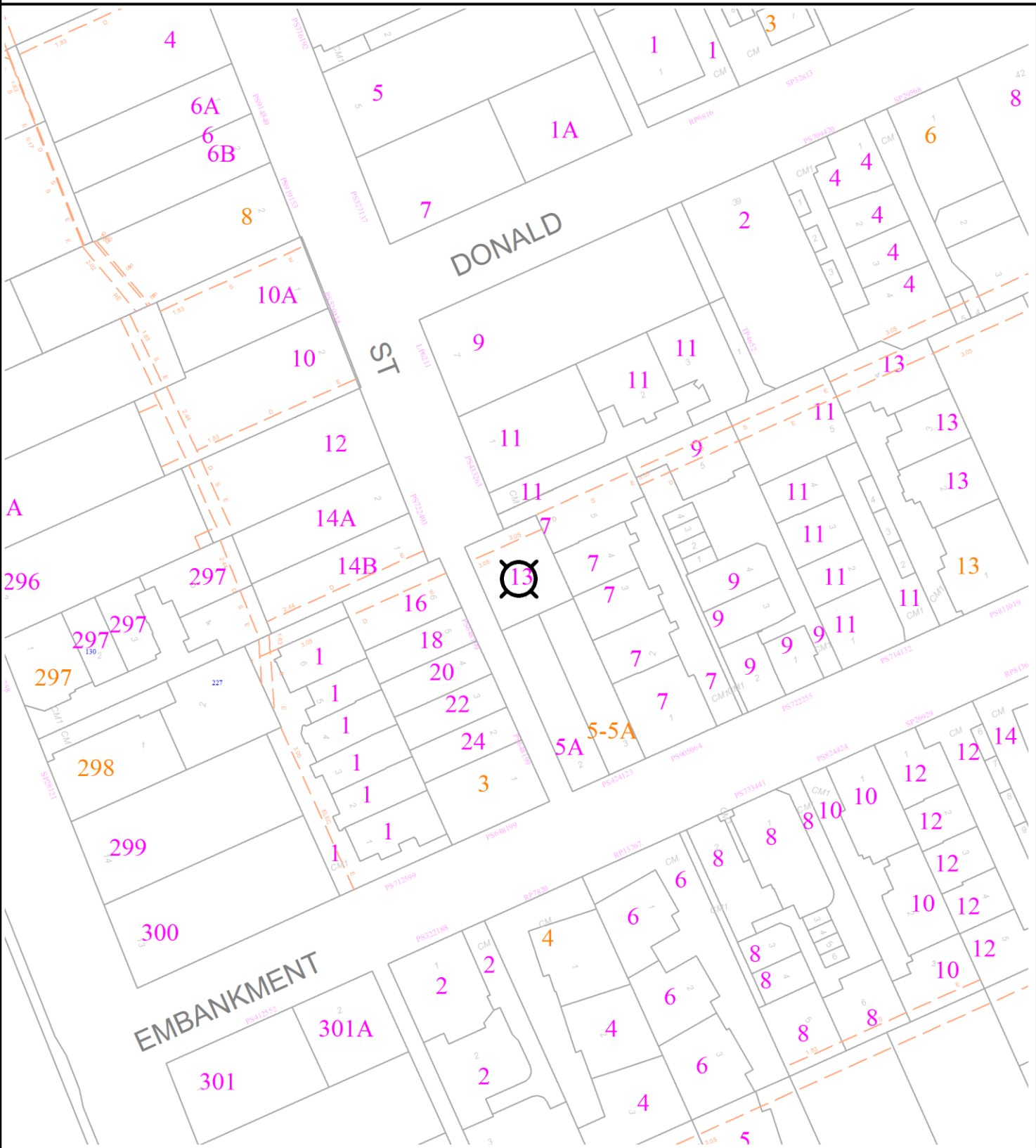
Property: Lot 1 13 BLACK STREET CHELSEA 3196



Case Number: 51259351



Date: 22JANUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary



Healthy Water.
For Life.

WatersEdge
101 Wells Street
Frankston VIC 3199

P.O. Box 2268
Seaford VIC 3198
Australia

13 16 94
southeastwater.com.au

23 JANUARY 2026

Secure Electronic Registries Victoria PSP
E-mail: landata.online@servictoria.com.au

Dear Customer,

Please find attached information regarding your application.

Our Reference: Case Number 51264333
Applicant Reference: 79426855-032-1
Property: Lot 1 13 BLACK STREET CHELSEA 3196
Service Requested: Property Sewerage Plan
Order Number: 50662828

Receipt Number and Amount Paid:		
231934018	\$35.17	Billed

This plan is issued for the purpose of assisting you in identifying property service drainage information only and may not show all mains on the property. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. The information contained within this plan has been provided to South East Water from a third party, as such South East Water does not accept responsibility for the accuracy of this plan. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work.

If you have any enquiries please contact South East Water on 1300 390 376.

Yours sincerely

A handwritten signature in black ink that reads "Sandra Fredericks". The signature is written in a cursive, flowing style.

Sandra Fredericks
CONNECTIONS SUPPORT MANAGER



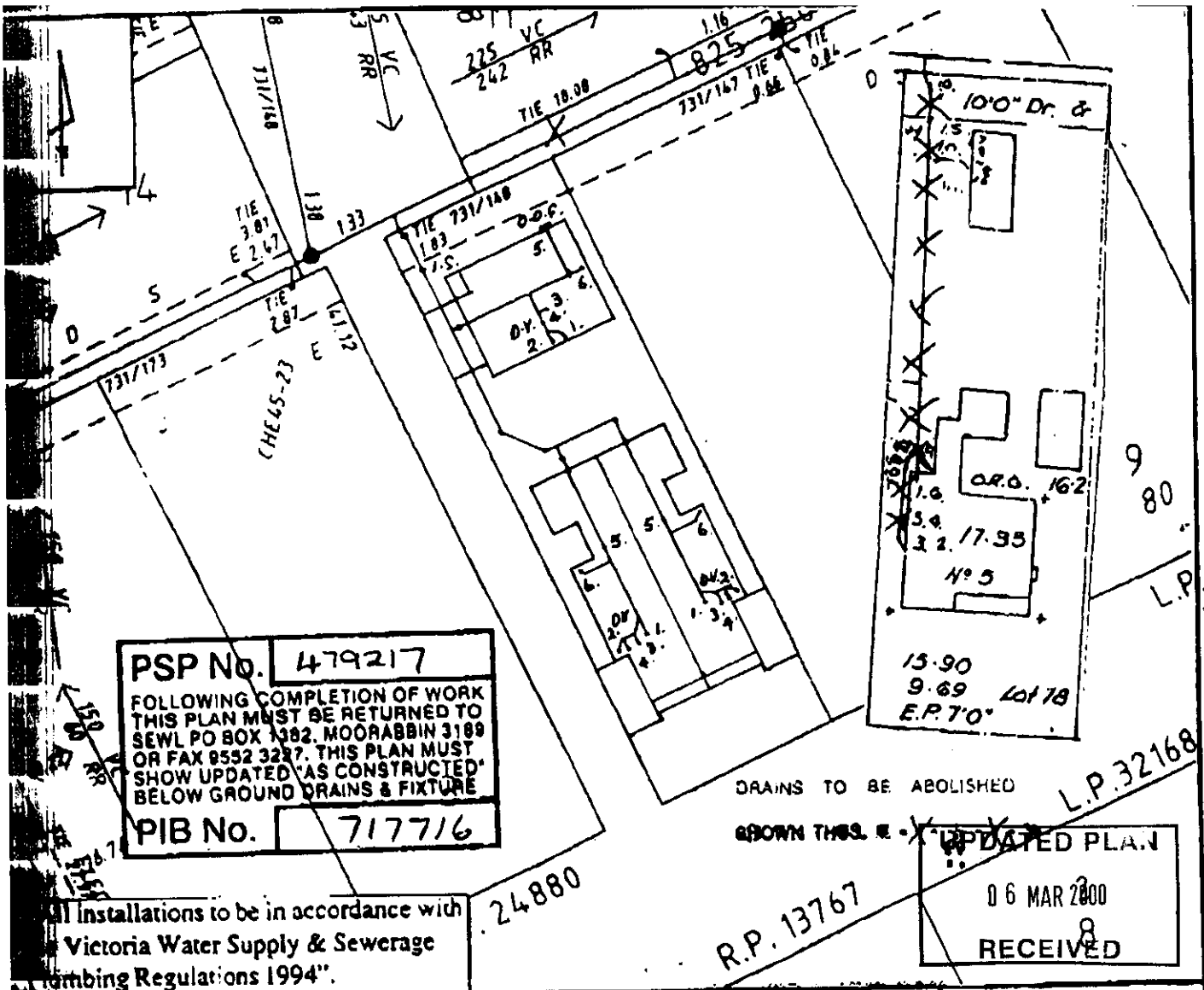
PROPERTY SEWERAGE PLAN - PS:00479217

Property: Lot 1 13 BLACK STREET CHELSEA 3196

LEGEND

—— Title/Road boundary BT Boundary Trap - - - - Easement < 1.0 > Offset from Boundary

WARNING: This plan is issued solely for the purpose of assisting you in identifying property service drainage information only and may not show all sewer mains on the property. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).



CO>	SE	ER OFFSET	- - - EASEMENTS		Prepared	Point Location Data	
	TI	E AND ROAD ALIGNMENT	- - - - - FENCES			E.P.	2.13
	D	TAPPED WATER MAIN			N.S.L.	4.36	
					I.L.	2.47	
					Checked	DIA	
					Change From Whole To		
					Bch	33.45	
					W		
					Sewer Pipe Dia		

ENCUMBE	3	4	ISSUED	17-12-98		
RECORD	7	8	FINALISED			

Property Clearance Certificate

Land Tax



MORGAN CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79426855-013-0.HARRIS 8
Certificate No:	95202982
Issue Date:	22 JAN 2026
Enquiries:	ESYSPROD

Land Address: 13 BLACK STREET CHELSEA VIC 3196					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
27765940	1	424123	10493	544	\$2,025.00

Vendor: THOMAS HARRIS
Purchaser: SOPHIE BOUSTEAD

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR THOMAS NICHOLLS HARRIS	2026	\$525,000	\$2,025.00	\$0.00
				\$2,025.00

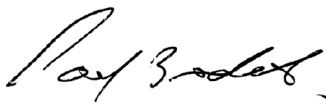
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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):	\$750,000
SITE VALUE (SV):	\$525,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,025.00



Notes to Certificate - Land Tax

Certificate No: 95202982

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 = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus (\$525,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,500.00

Taxable Value = \$750,000

Calculated as \$750,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 95202982

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 95202982

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MORGAN CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79426855-013-0.Harris & Bou
Certificate No:	95202982
Issue Date:	22 JAN 2026
Enquires:	ESYSPROD

Land Address: 13 BLACK STREET CHELSEA VIC 3196					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
27765940	1	424123	10493	544	\$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:	\$750,000
SITE VALUE:	\$525,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95202982

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MORGAN CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79426855-013-0.HARRIS & BOU
Certificate No:	95202982
Issue Date:	22 JAN 2026

Land Address: 13 BLACK STREET CHELSEA VIC 3196

Lot	Plan	Volume	Folio
1	424123	10493	544

Vendor: THOMAS HARRIS
Purchaser: SOPHIE BOUSTEAD

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 95202982

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: 95202982 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 95202982 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. 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.
---	---	--

Certificate Of Completion

Envelope Id: 65985A68-4309-4C80-85F2-1D01CF6AD6DC

Status: Completed

Subject: Kindly review and sign this document

Originator organisation: Morgan Conveyancing

Originator: Kelly Howard

Source Envelope:

Document Pages: 85

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

InfoTrack AU

AutoNav: Enabled

Level 8, 135 King Street

Envelopeld Stamping: Enabled

Sydney, NSW 2000

Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

signit.au@infotrack.com.au

IP Address: 52.62.124.48

Record Tracking

Status: Original

Holder: InfoTrack AU

Location: DocuSign

17/2/2026 | 14:26

signit.au@infotrack.com.au

Signer Events

Sophie Elise Boustead

sophieboustead@gmail.com

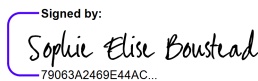
Security Level:

.Email

ID: 7572b971-aebf-461a-aa9f-9421bdf0bd4c

17/2/2026 | 21:10

Signature

Signed by:

79063A2469E44AC...

Signature Adoption: Pre-selected Style

Using IP Address: 220.244.95.211

Signed using mobile

Timestamp

Sent: 17/2/2026 | 14:26

Viewed: 17/2/2026 | 21:10

Signed: 17/2/2026 | 21:11

Electronic Record and Signature Disclosure:

Accepted: 17/2/2026 | 21:10

ID: 9addc414-243a-4fe1-8bc4-76297f0d1ac8

Thomas Nicholls Harris

mailthump@gmail.com

Security Level:

.Email

ID: a794ae74-facb-4cb1-b631-e4dd16dc37e7

17/2/2026 | 21:07

Signed by:

F935C045C1B94C4...

Signature Adoption: Pre-selected Style

Using IP Address: 220.244.95.211

Sent: 17/2/2026 | 14:26

Viewed: 17/2/2026 | 21:08

Signed: 17/2/2026 | 21:09

Electronic Record and Signature Disclosure:

Accepted: 17/2/2026 | 21:08

ID: 41afe5b3-d019-462d-942b-d362723424f8

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	17/2/2026 14:26
Certified Delivered	Security Checked	17/2/2026 21:08
Signing Complete	Security Checked	17/2/2026 21:09
Completed	Security Checked	17/2/2026 21:11
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, InfoTrack Ltd AU (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact InfoTrack Ltd AU:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise InfoTrack Ltd AU of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at john.ahern@infotrack.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from InfoTrack Ltd AU

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to signit@infotrack.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with InfoTrack Ltd AU

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to signit@infotrack.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify InfoTrack Ltd AU as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by InfoTrack Ltd AU during the course of your relationship with InfoTrack Ltd AU.