

# **Contract of Sale of Land**

**Property:**

**2 Legend Close, Rowville VIC 3178**

**ANDREWS LEGAL GROUP Trading As MEPSTEAD LAWYERS AND  
SUPERIOR CONVEYANCING SERVICES**

**UNIT 10**

**1 HUNT WAY**

**PAKENHAM VIC 3810**

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**Ref: CT:KL-25-4276**

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** Sandra Joy Kwon

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: harcourts  
Address: \_\_\_\_\_  
Email: chris.zhang@harcourts.com.au  
Tel: \_\_\_\_\_ Mob: 0434 627 345 Fax: \_\_\_\_\_ Ref: Chris Zhang

## Vendor

Name: Sandra Joy Kwon  
Address: 2 Legend Close, Rowville VIC 3178  
ABN/ACN: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Andrews Legal Group Pty Ltd Trading As Superior Conveyancing Services  
Address: 1585 Ferntree Gully Road Knoxfield VIC 3180  
Email: \_\_\_\_\_  
Tel: 03 9763 4222 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: KL-25-4276

## 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	10405	Folio	006		

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: 2 Legend Close, Rowville VIC 3178

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

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

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ By \_\_\_\_\_ (of which \$ \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20) - **NOT APPLICABLE AT AUCTION**

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

Lender: .....

Loan amount: no more than .....

Approval  
date: .....

**Building report - NOT APPLICABLE AT AUCTION**

- ☐ General condition 21 applies only if the box is checked

**Pest report - NOT APPLICABLE AT AUCTION**

- ☐ 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.*

**As attached**



# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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# Money

## 14. DEPOSIT

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

- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.



- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

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

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

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

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## GUARANTEE and INDEMNITY

I/We,

and..... of

.....

being the **Sole Director / Directors** of

..... of

..... (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 .....

SIGNED by the said

)

)

Print Name: .....

)

.....  
Director (Sign)

in the presence of:

)

)

Witness: .....

)

## **SPECIAL CONDITIONS**

### **Special Condition 1 – Default**

General Condition 33 is deleted and replaced by the following:

- 1.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of fifteen (15%) per centum per annum in lieu of the rate specified in General Condition 33 of this contract, as well as the following expenses:-
- 1.2 All legal costs and all expenses incurred by the Vendor resulting from the purchaser's breach of this Contract which includes the additional legal fees of the Vendor's Conveyancer, and legal costs of Notice of Default, which amounts are to be paid at settlement
- 1.3 Rebooking fee payable to the Vendor's representative in the sum of \$330.00 plus any such fees levied by the Vendor's Mortgagee and third parties and also additional fees incurred by the vendor or the vendor's conveyancer as a result of having to re-arrange settlement of this transaction and any other transaction that the vendor is involved with. Rebooking Fee is also interpreted as being any rollover in time in the Electronic Workspace caused by the purchaser, their representatives and or their financial lending institution.

### **Special Condition 2 – Deposit**

2. The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### **Special Condition 3 - Auction**

3. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

### **Special Condition 4 – Director's Guarantee and Warranty**

4. 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.

### **Special Condition 5 – Swimming Pool or Spa**

5. In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

### **Special Condition 6 – Verification of Identity (VOI requirements)**

- 6.1 If the named Purchaser or Nominee is unrepresented and/or acting for themselves then they must deliver to the Vendor's representative confirmation that he has satisfied the VOI requirements set out in the Transfer of Land Act 1958 (as adopted and amended from time to time) and must provide to the Vendor's representative a valid copy of the Australia Post identity agent certification or any other document required by the Registrar of Titles and the provisions of the Transfer of Land Act 1958 (as adopted and amended from time to time) (hereinafter referred to as the 'VOI Report and Certifications'), not less than 10 working days before settlement.
- 6.2 The late delivery of the VOI Report and Certifications shall be deemed to be a default under this contract and the Vendor will not be obliged to complete the settlement of the Contract until the expiration of ten business (10) days from the date of delivery of the VOI Report and Certifications. In addition, the Purchaser shall be deemed to have made a default in the payment of the balance of the Purchase Price and shall pay any default costs and interest due under this contract, without the necessity for any notice in writing whether under General Condition 34.
- 6.3 For the avoidance of doubt the date of delivery shall be the date the Purchaser's VOI Report and Certifications arrives at the office of the Vendor's representative and the date for payment of interest shall be calculated from the due date for settlement until the expiration of the ten business (10) days after the date of delivery of the Purchaser's VOI Report and Certifications or any earlier settlement date agreed to by the Vendor.

- 6.4 The Purchaser or Nominee shall indemnify and keep indemnified the vendor for any loss and damages, including consequential loss, and costs and expenses incurred by the Vendor as a result of the Purchaser's or Nominee's breach of this special condition and the Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the Vendor are paid by the party that breached this special condition. This special condition shall not merge with settlement.

**Special Condition 7 – Contract Variation or Requests for Extension of Time**

7. The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchaser's requests. In this event the Purchaser irrevocably agrees to indemnify the vendor for additional conveyancing fees and expenses of \$330.00 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement. In addition to the above the parties agree to sign a Deed of Variation if requested to do by the vendor's conveyancer

**Special Condition 8 - Building Regulations**

8. The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, Occupancy Permit or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statutes and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof.

**Special Condition 9**

9. The Purchaser acknowledges and accepts that parts of buildings or structures may have been built over or within the vicinity of a registered/unregistered easement. The Purchaser hereby accepts the property in its current condition and subject to any breaches of any easement conditions or regulations and will not call upon the Vendor to obtain any consents or approvals from any authority whatsoever nor delay settlement or claim any form of compensation as a result of any breach of easement or building conditions or any issues arising therefrom.

**Special Condition 10**

10. For the purpose of General Condition 23, the expression "periodic outgoings" does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.

**Special Condition 11**

11. General Condition 28 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.





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# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

**Vendor:** Sandra Joy Kwon

**Property:** 2 Legend Close, Rowville VIC 3178

## **VENDORS REPRESENTATIVE**

Andrews Legal Group Pty Ltd Trading As

Superior Conveyancing Services

Mepstead Lawyers And Berwick Legal

1585 Ferntree Gully Road  
Knoxfield VIC 3180  
Tel: 03 9763 4222

Shop 10,1 Hunt Way  
Pakenham VIC 3810  
Tel: 03 5941 5166

[reception@superiorconveyancing.com.au](mailto:reception@superiorconveyancing.com.au)

[conveyancing@andrewslegalgroup.com.au](mailto:conveyancing@andrewslegalgroup.com.au)

Ref: CT:KL-25-4276

## SECTION 32 STATEMENT

### ATTENTION TO THE PREPARER!

#### 1. FINANCIAL MATTERS IN RESPECT OF LAND

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$**

This does not include Water consumption or sewerage disposal charge  
Refer to attached Water Information Statement.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.  
Land Tax may become applicable with the usual adjustment at settlement for which the purchaser may become liable.

#### 2. INSURANCE DETAILS IN RESPECT OF LAND

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

#### 3. MATTERS RELATING TO LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

The Covenant contained in Instrument No.\*\*\*\*\*

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

## SECTION 32 STATEMENT

### (b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

### (c) ROAD ACCESS

There is access to the Property by Road.

### (d) PLANNING

See Attached Planning Information

## 4. NOTICES MADE IN RESPECT OF LAND

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

## 5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.  
Is contained in the attached Certificate/s.  
Is as follows:-

The Vendor gives no warranties as to any additions and/or alterations to the property prior to becoming proprietor thereof and the Purchaser indemnifies the Vendor in this regard.

The Vendor will not be required to procure any building permit, building approval, final inspection, certificate of occupancy, or any other permits approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

## 6. INFORMATION RELATING TO ANY OWNERS CORPORATION

\*\*\*\*Owners Corporation Fees  
\*\*\*\*Owners Corporation Insurance

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

## SECTION 32 STATEMENT

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

### 8. **SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected. Reconnection and all associated fees will be the Purchasers responsibility.

### 9. **EVIDENCE OF TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

### 10. **COMMERICAL 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 notes or property clearance certificate or is as follows	AVPC No. [insert number]
(b.) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
(c.) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached municipal rates notice or property clearance certificate or is as follows.	Date: OR <input checked="" type="checkbox"/> Not Applicable

SECTION 32 STATEMENT

DATE OF THIS STATEMENT

/  /20

Name of the Vendor

Sandra Joy Kwon

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract together with Consumer Affairs Victoria Due Diligence Checklist

DATE OF THIS ACKNOWLEDGMENT

/  /20

Name of the Purchaser

Signature/s of the Purchaser

## SECTION 32 STATEMENT

x

# Due Diligence Checklist

What you need to know before buying a residential property

Before  
you

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

## **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 right.





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LEGAL

# SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

**Vendor:** Sandra Joy Kwon

**Property:** 2 Legend Close, Rowville VIC 3178

## VENDORS REPRESENTATIVE

Andrews Legal Group Pty Ltd Trading As

Superior Conveyancing Services

Mepstead Lawyers And Berwick Legal

1585 Ferntree Gully Road

Knoxfield VIC 3180

Tel: 03 9763 4222

[reception@superiorconveyancing.com.au](mailto:reception@superiorconveyancing.com.au)

Shop 10,1 Hunt Way

Pakenham VIC 3810

Tel: 03 5941 5166

[conveyancing@andrewslegalgroup.com.au](mailto:conveyancing@andrewslegalgroup.com.au)

Ref: CT:KL-25-4276

**1. FINANCIAL MATTERS IN RESPECT OF LAND**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$**

This does not include Water consumption or sewerage disposal charge  
Refer to attached Water Information Statement.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

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- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**3. MATTERS RELATING TO LAND USE**

**(a) RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

The Covenant contained in Instrument No. \*\*\*\*\*

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

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

VOLUME 10405 FOLIO 006

Security no : 124125276158R

Produced 12/06/2025 12:50 PM

LAND DESCRIPTION

Lot 26 on Plan of Subdivision 414104F.  
PARENT TITLE Volume 05785 Folio 829  
Created by instrument PS414104F 06/10/1998

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SANDRA JOY KWON of 2 LEGEND CLOSE ROWVILLE VIC 3178  
AZ230092U 04/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT V833975B 12/01/1999

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 PS414104F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ230092U	SURVIVORSHIP APPLICATION Registered	04/06/2025

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

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

Street Address: 2 LEGEND CLOSE ROWVILLE VIC 3178

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES  
Effective from 04/06/2025

DOCUMENT END

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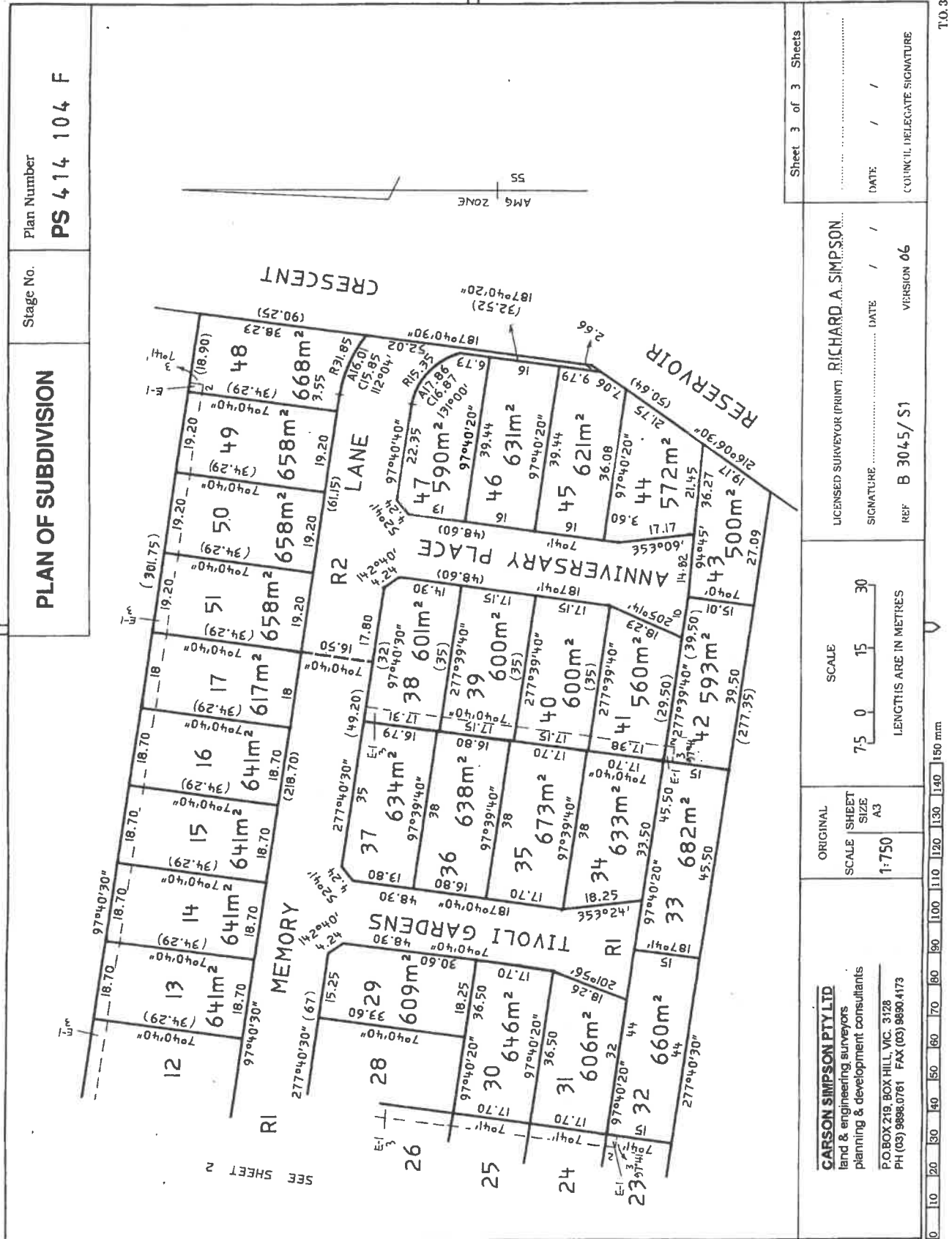
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<b>PLAN OF SUBDIVISION</b>		STAGE NO.	LTO use only <b>EDITION 2</b>	Plan Number <b>PS 414 104 F</b>				
<b>Location of Land</b> <b>Parish:</b> NARREE WORRAN <b>Township:</b> _____ <b>Section:</b> _____ <b>Crown Allotment:</b> _____ <b>Crown Portion:</b> 7(PART)  <b>LTO Base Record:</b> CHART 22 NARREE WORRAN <b>Title Reference:</b> VOL. 5785 FOL 829  <b>Last Plan Reference:</b> <b>Postal Address:</b> HEANY PARK ROAD (at time of subdivision) ROWNVILLE 3178  <b>AMG Co-ordinates</b> E 346 100 Zone: 55 (of approx. centre of land in plan) N 3 799 100		<b>Council Certification and Endorsement</b> Council Name: KNOX CITY COUNCIL Ref: 617/35/1 1. <del>This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 16 / 3 / 98 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made. (ii) <del>The requirement has been satisfied.</del> (iii) The requirement is to be satisfied in Stage.....2..... <del>Council delegate</del> <del>Council seal</del> <del>Date</del> / / Re-certified under section 11(7) of the Subdivision Act 1988 <del>Council Delegate</del> <del>Council Seal</del> Date 14 / 5 / 98						
<b>Vesting of Roads or Reserves</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Identifier</th> <th style="width: 80%;">Council/Body/Person</th> </tr> <tr> <td>ROADS R14 R2 RESERVE No.1</td> <td>KNOX CITY COUNCIL UNITED ENERGY LTD.</td> </tr> </table>		Identifier	Council/Body/Person	ROADS R14 R2 RESERVE No.1	KNOX CITY COUNCIL UNITED ENERGY LTD.	<b>Notations</b> <b>Staging</b> This is <del>not</del> a staged subdivision Planning Permit No. P981325 <b>Depth Limitation</b> DOES NOT APPLY		
Identifier	Council/Body/Person							
ROADS R14 R2 RESERVE No.1	KNOX CITY COUNCIL UNITED ENERGY LTD.							
		<b>Survey</b> This plan is <del>not</del> based on survey in BP 1149 This survey has been connected to permanent marks no(s) MPDWS 93/0039 In Proclaimed Survey Area No. 32						
<b>Easement Information</b>								
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		<b>LTO use only</b>						
		Statement of Compliance/ Exemption Statement						
		Received <input checked="" type="checkbox"/> Date 2 / 10 / 98						
		<b>LTO use only</b>						
		THIS IS AN L.T.O. COMPILED PLAN CHECKED 8 / 9 / 99 GJNaman Assistant Registrar of Titles Sheet 1 of 3 Sheets						
<b>CARSON SIMPSON PTY LTD</b> land & engineering surveyors planning & development consultants P.O. BOX 219, BOX HILL, VIC. 3128 PH (03) 9898.0761 FAX (03) 9890.4173		LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON SIGNATURE..... DATE 7 / 5 / 98 REF B 3045/51 VERSION 05		DATE 14 / 5 / 98 COUNCIL DELEGATE SIGNATURE Original sheet size A3				





**PS414104F**

MASTER PLAN (STAGE 1) REGISTERED DATE 6/10/98 TIME 3.15PM

[illegible]





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AZ230092U

**Application by surviving proprietor  
Section 50 Transfer of Land Act 1958**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: SANDRA JOY KWON

Phone: 0412 017356

Address: 2 LEGEND CLOSE, ROWVILLE VIC 3178

Reference:

Customer code:

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

Land: (volume and folio, and if applicable mortgage, charge or lease no.)

VOLUME 10405 FOLIO 006

Applicant: (full name and address, including postcode)

SANDRA JOY KWON

2 LEGEND CLOSE, ROWVILLE VIC 3178

Deceased: (full name)

ALAN KWON

Signing:



35271702A

50TLA

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1147038

## APPLICANT'S NAME & ADDRESS

ANDREWS LEGAL GROUP C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
DOCKLANDS

## VENDOR

KWON, SANDRA JOY

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

89423

This certificate is issued for:

LOT 26 PLAN PS414104 ALSO KNOWN AS 2 LEGEND CLOSE ROWVILLE  
KNOX CITY

The land is covered by the:

KNOX PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

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

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

12 June 2025

Sonya Kilkenny  
Minister for Planning

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

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

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto: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](mailto: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](http://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.

12 June 2025

**Property Information Certificate**  
**BUILDING ACT 1993**  
**Building Regulations 2018 (Regulation 51)**

Landata (Web Service)  
LEVEL 12/2 Lonsdale St  
MELBOURNE VIC 3000



<b>Property Address:</b>	LOT 26 PS 414104 2 Legend Close ROWVILLE VIC 3178
<b>Your Ref:</b>	77076006-015-5:56473
<b>Council Ref:</b>	20031029

Details of any Permit or Certificate of Final Inspection issued by Council in the preceding ten (10) years:

**No discoveries have been made.**

Details of any Permit or Certificate of Final Inspection issued by Private Building Surveyors in the preceding ten (10) years:

<b>Building Permits and Occupancy Permit/Final Certificates</b>				
<b>Council Reference</b>	<b>Final/Occ No</b>	<b>Description of Building Works</b>	<b>Approved By</b>	<b>Issue/Approval Date</b>
PBS/2016/3313 Final Certificate Issued	No. 201601694	Underpinning of Existing Detached Dwelling	Approved Building Surveyors Pty Ltd	28-Apr-2016
PBSS30/2018/1027 PBS Final Certificate Issued	No. 201802735/0	Underpinning of Existing Dwelling	Approved Building Surveyors Pty Ltd	01-May-2020

Details of any current Notice or Order issued by the relevant building surveyor under the Building Act:

**No discoveries have been made.**

**Important:** There may be other building regulatory matters currently under investigation that are not listed. It is recommended to enquire with the property owner or agent whether there are any other outstanding building compliance matters to be addressed (including illegal building works, swimming pool and spa safety matters).

Details of any consents for demolition issued:

**No discoveries have been made.**

We trust the above information will be of assistance. For further information please contact us on 03 9298 8125.

Regards,

Business Support - City Planning and Building  
Knox City Council

For further information about this property you can also visit: [Property and parcel search \(land.vic.gov.au\)](https://land.vic.gov.au)

**LAND INFORMATION CERTIFICATE**  
**SECTION 121 LOCAL GOVERNMENT ACT 2020**  
**LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021**

**Landata (Web Service)**  
**LEVEL 12/2 Lonsdale St**  
**MELBOURNE VIC 3000**

**APPLICANT REFERENCE:** 77076006-013-1:56472  
**DATE:** 12-Jun-2025  
**CERTIFICATE NO.** 108334



**BILLER CODE:** 18077  
**REF. NO.** 1602383

**knox**  
your city



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

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

**ASSESSMENT NO:** 1602383

**PROPERTY LOCATION:** 2 Legend Close  
ROWVILLE VIC 3178

**VALUATIONS**

**SITE VALUE:** \$630,000  
**CAPITAL IMPROVED VALUE:** \$1,060,000  
**NET ANNUAL VALUE:** \$53,000  
**RELEVANT DATE:** 01/01/2024  
**OPERATIVE DATE:** 01/07/2024

**TITLE DETAILS:** LOT 26 PS 414104

**VERBAL CONFIRMATION OF RATES & CHARGES SHOWN ON THIS CERTIFICATE WILL BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.**

**PROPERTY RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30/6/2025**

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u> \$	<u>BALANCE</u> \$
ARREARS (RATES, WASTE, INTEREST, FSPL, LLCC) B/F 30/6/2024 DUE AND PAYABLE IMMEDIATELY		\$0.00
INTEREST	\$0.00	
LEGAL COSTS	\$0.00	
Municipal Rates	\$1,552.90	
Optional Waste Charges	\$53.10	
Residential Waste Charges	\$428.20	
Optional Organics Waste Charges	\$0.00	
FSPL/Emergency Services Volunteers Fund	\$224.20	
State Landfill Levy	\$0.00	
<b>SUB TOTAL RATES AND CHARGES DUE</b>	<b>\$2,258.40</b>	<b>\$2,258.40</b>
PENSION REBATE	\$0.00	
RECEIPTS	\$-2,258.40	
<b>TOTAL RATES AND CHARGES DUE</b>		<b>\$0.00</b>
<b>SPECIAL RATES /SPECIAL CHARGES</b>		
		\$0.00
<b>OPEN SPACE CONTRIBUTION</b>		
<b>TOTAL OUTSTANDING</b>		<b>\$ 0.00</b>
<b>RATES NOT BEING PAID BY INSTALMENTS ARE DUE AND PAYABLE IN FULL BY 15 FEBRUARY 2025 AND INTEREST AT THE RATE OF 10% WILL CONTINUE TO ACCRUE ON ANY OVERDUE RATES AND CHARGES UNTIL PAID IN FULL</b>		

**LAND INFORMATION CERTIFICATE**  
**SECTION 121 LOCAL GOVERNMENT ACT 2020**  
**LAND INFORMATION CERTIFICATE REGULATIONS 2021**



**CERTIFICATE NO:** 108334

The Local Government Act 1989, Section 175, requires all arrears amounts to be paid in full immediately upon settlement.

**PROPERTY LOCATION**      LOT 26 PS 414104

AVPCC 110 Detached Home

**NOTICES AND ORDERS**

There are no conditions associated with this property.

**FLOOD LEVEL**

THIS COUNCIL DOES NOT SPECIFY FLOOD LEVELS

Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

**NOTE: Directions to clear FIRE HAZARDS will be issued to all owners of vacant land during the high fire danger period. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlement date.**

**ADDITIONAL INFORMATION**

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: .

Authorised By: ta





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Andrews Legal Group C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 89423

NO PROPOSALS. As at the 12th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

2 LEGEND CLOSE, ROWVILLE 3178  
CITY OF KNOX

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: 12th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 77076006 - 77076006125642 '89423'**





# Valuations, rates and charges notice 2024-2025

Knox City Council, 511 Burwood Highway, Wantirna South VIC 3152  
T 9298 8000 E [knoxcc@knox.vic.gov.au](mailto:knoxcc@knox.vic.gov.au) W [knox.vic.gov.au](http://knox.vic.gov.au)  
Interpreter 131 450 National Relay Service 133 677

Assessment number  
Quote this number when contacting us

160238 3

Issue date

05/08/2024

Total payable

\$2,258.40



A Kwon and S J Kwon  
2 Legend Cl  
ROWVILLE VIC 3178

028  
1031052  
R4\_5611



To receive emailed notices sign up at  
[knox.enotices.com.au](http://knox.enotices.com.au)  
Reference: 64D8A3ED2H

**Property and valuation details** These valuations are prepared by the state government for rating and taxation purposes only

Property owner/s: A Kwon and S J Kwon

Address: 2 Legend Close, ROWVILLE VIC 3178

Legal description: LOT 26 PS 414104

Land use: Residential

AVPCC: 110 - Detached Home

Capital Improved Value: \$1,060,000

Site value: \$630,000

Net annual value: \$53,000

Valued as at: 01/01/2024

Valuation applied from: 01/07/2024

Ward: Taylor

**Rates and charges for 1 July 2024 to 30 June 2025 (Declared 24 June 2024)**

## Particulars

Particulars	Charge	Value	Amount
General Rates			
Garbage Bin Upgrade Surcharge - 120L bin	0.001465 x	1060000	\$1,552.90
Residential Garbage Charge - Standard	53.10 x	1	\$53.10
Fire Services Property Levy Residential Fixed			\$428.20
Fire Services Property Levy Residential Variable	0.000087 x	1060000	\$132.00
			\$92.20

Payments and charges received after 23 July 2024 are not included in this notice.

**Payment options** Please read over the page for more information on each option. You can only choose one option.

<b>Payment in full</b>	<b>OR</b>	<b>4 instalments</b>	<b>OR</b>	<b>9 instalments</b>
Due 15 Feb 2025 \$2,258.40		<i>Paid 29/9/24</i> \$566.40 Due 30 Sep 24 \$564.00 Due 30 Nov 24 \$564.00 Due 28 Feb 25 \$564.00 Due 31 May 25		<b>This requires SMS registration of the assessment number to 0481 891 010 and full payment of the first instalment by 30 September 2024</b> \$258.40 Due 30 Sep 24 \$250.00 Due 31 Oct 24 \$250.00 Due 30 Nov 24 \$250.00 Due 31 Dec 24 \$250.00 Due 31 Jan 25 \$250.00 Due 28 Feb 25 \$250.00 Due 31 Mar 25 \$250.00 Due 30 Apr 25 \$250.00 Due 31 May 25

## Where to pay



**Visa or Mastercard**  
(0.4% surcharge added)  
Call: 1300 668 153  
Visit: [www.knox.vic.gov.au/rates](http://www.knox.vic.gov.au/rates)  
Scan: QR code



**BPAY®**  
Online or phone banking  
Biller Code: 18077  
Ref: 1602383  
BPAY View®  
Registration No: 1602383



**Pay in person**  
Knox City Council Civic Centre  
511 Burwood Hwy, Wantirna South  
Monday - Friday, 8.30am - 5pm



**Direct Debit**  
(0.4% surcharge added for credit cards)  
Pay from a bank account or credit card.  
Register at [www.knox.vic.gov.au/rates](http://www.knox.vic.gov.au/rates)  
or scan the QR code. Cancel at any time.



**Post Billpay**  
In store at any Post Office



**Mail**  
Knox City Council - 511 Burwood Hwy, Wantirna Sth, VIC, 3152. Make cheques out to Knox City Council. Write your assessment number on the back.



City of Knox Council use - In Full

## Payment options Please choose one

### Payment in full

You must pay any overdue total by 30 September 2024.

The 2024/25 rates are due by 15 February 2025.

A reminder notice will be sent during January 2025 showing the balance payable.

### 4 instalments

You must pay the first instalment by 30 September 2024. This includes any overdue amounts. If any balance of the first instalment remains unpaid after 30 September 2024, then by default, the balance of your 2024/2025 rates will all be due by 15 February 2025.

When this occurs, no further instalment notices are issued for the remainder of the current rating year.

### 9 instalments

No further notices will be sent for this rating year.

To register you must do **both** of the following by 30 September 2024

- Pay the first instalment including any overdue amounts; and
- Register your assessment number by **SMS to 0481 891 010**

Council will schedule and send an SMS reminder for the 8 remaining monthly payments; 7 days before each due date.

**Registered Direct Debit payers - NO ACTION required.**

You may apply to Council for a payment plan. Refer to Council's Payment Assistance Policy for further details.

All rating differentials adopted by Council for 2024/2025 are shown for comparative purposes only. The rates shown are based on the same rateable valuation.

Residential	Vacant Land	Derelict Land	Commercial	Industrial	Retirement	Recreational
\$1,060,000	\$1,060,000	\$1,060,000	\$1,060,000	\$1,060,000	\$1,060,000	\$1,060,000
0.001465	0.0036626	0.0043951	0.0036626	0.0038824	0.0010988	0.001465
\$1,552.90	\$3,882.36	\$4,658.81	\$3,882.36	\$4,115.34	\$1,164.73	\$1,552.90

### Pensioners

Holders of a Pensioner Concession Card and some Veterans' Affairs Gold Cards may be entitled to a rebate on their rates. Health care cards are not accepted. If you have previously applied, you do not need to reapply. If the rebate does not appear on your rates notice you may need to apply.

Application forms and eligibility details are available at [www.knox.vic.gov.au/rates](http://www.knox.vic.gov.au/rates) or by calling Council on 9298 8000.

### Payment Assistance Policy

If you have difficulty paying your rates, please contact Council before the due date as an alternative payment plan may be available under Council's Payment Assistance Policy.

Visit [www.knox.vic.gov.au/rates](http://www.knox.vic.gov.au/rates) or call Council on 9298 8000.

### Late payments

Interest will be charged from the due date. This will continue until all rates are paid in full. The penalty interest rate is applied in accordance with section 172 of the *Local Government Act 1989*.

### Other penalties for failing to pay

Council may start legal action in the Magistrates' Court to recover any outstanding rates and/or charges. This may result in further costs added to the account.

### Change of property ownership and address details

When there is a change in property ownership, a Notice of Acquisition must be submitted to Council within 30 days of settlement.

If you change your mailing address, please notify Council in writing to the email or postal address on the front of the notice.

### Privacy statement

The information appearing on this notice is used by Council to collect Council rates and other charges. We also use this information to update Council databases.

You may view Council's Privacy Policy and Statement at [www.knox.vic.gov.au](http://www.knox.vic.gov.au) or call Council on 9298 8000 to obtain a copy.

### Fire Services Property Levy

The Fire Services Property Levy is set by the state government to fund the State Fire Services. It is included in the Council rates but given to the state government. The levy has fixed and variable parts.

The owners of rateable and non-rateable land may apply for a waiver or deferral in respect of the Fire Services Property Levy in accordance with section 27 and 28 of the *Fire Services Property Levy Act 2012*. Further details available on [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au)

### Allocation of payments

Whenever you make a payment the money is allocated in this order (as applicable):

1. Legal costs
2. Interest charges
3. Overdue rates and charges
4. Current year rates and charges

### Victorian Government capping on council rate revenue

The Victorian Government's Fair Go Rates System directs that councils can only raise an additional 2.75% in total rate income, compared to the previous year.

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. the valuation of your property relative to the valuation of other properties in the municipality
2. the application of any differential rate by Council
3. the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

### Australian Valuation Property Classification Code (AVPCC)

A property is allocated an AVPC Code to determine the land use classification.

The code is used to calculate the Fire Services Property Levy. If a property has more than one use, the code will be determined by the primary use.

### Your objection rights as a ratepayer

#### Objection on the valuation of your property

If you disagree with the assessment of the value and/or the AVPCC, you may lodge an objection to <https://ratingvaluationobjections.vic.gov.au>

You must do this:

- within two months after the Annual Rates Notice or Supplementary Rates Notice is sent directly to the owner
- within four months after the Annual Rates Notice or Supplementary Rates Notice is given to the occupier who is not the owner.

Even if you lodge an objection the rates and charges must be paid. This is the law as required by section 29 of the *Valuation of Land Act 1960*.

#### Objection on Council rates and charges

If you disagree with a rate or charge imposed by Council, you may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

A person may only appeal on one or more of the following grounds:

- that the land is not rateable land
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated

Any appeal must be lodged with the County Court within 30 days of receiving this notice.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (see above).

### Review of differential rating classification

#### Do you think the rating classification is incorrect?

You may apply to the Victorian Civil and Administrative Tribunal. Applications must be made within 30 days of the owner or occupier receiving this rates notice. This is allowed under Section 183 of the *Local Government Act 1989*.

POST billpay



\*375 1602383 - In Full 00001602383000225840

POST billpay



\*375 1602383 - Instalment - 4 00001602383000056640

POST billpay



\*375 1602383 - Instalment - 9 00001602383000025840

---

**Approved Payment Receipt**

---

**South East Water Customer Support** <support@sew.com.au>  
To: sandra.k1908@gmail.com <sandra.k1908@gmail.com>

Mon 28 Apr at 7:33 pm

Dear Customer,

We have recently processed a payment on your behalf.

---

**Transaction Details**

**Payment Date:**

**Customer Number:**

**Credit Card Number:** 4564 \*\*\*\* \*176

**Payment Amount:** \$181.40

**Payment Receipt Number:** 94477973

Thank you for your payment

South East Water  
ABN 89 066 902 547

\*\*\*\*\*  
Information contained in this e-mail, including accompanying documents, is intended for use of the addressee only. If you are not the intended recipient, please notify the sender as soon as possible and delete the e-mail. If you are not the intended recipient, you may not distribute, copy, act upon, retain or otherwise use this e-mail or information contained here. The confidential and possibly privileged nature of the information contained in this e-mail is not waived by reason of mistaken delivery to other than the intended recipient. Your use or reproduction of this e-mail and accompanying documents may also breach South East Water Corporation's copyright.

\*\*\*\*\*

South East Water Corporation

ABN 89 066 902 547

101 Wells Street, Frankston

VIC 3199 Australia

Phone: (+61 3) 9552 3000 Fax: (+61 3) 9552 3001

Web: <http://www.southeastwater.com.au>

ALLAN & SANDRA JOY KWON  
2 LEGEND CLOSE  
ROWVILLE VIC 3178

Account number: 9588376

Date due: 30 April 2025

Last bill	Payments received	Balance
\$172.45	- \$172.45cr =	\$0.00

Current charges	Total due
+ \$181.40	\$181.40

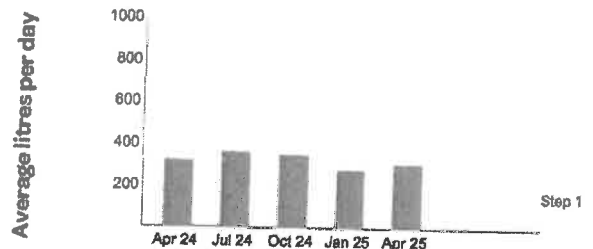
## Your account breakdown

Issue date	11 April 2025
Property	2 Legend Close ROWVILLE VIC 3178
Property reference	56S//18256/00007
Last bill	\$172.45
Payment received	\$172.45cr
Balance brought forward	\$0.00
Our charges (no GST)	\$214.64
Concessions applied	\$85.53cr
Other authorities' charges (no GST)	\$52.31
<b>Total due</b>	<b>\$181.40</b>

## Your snapshot

Average daily water use	302 litres
Average daily cost	\$2.35

## Your water use



## Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	302	151	101	76	60
Meeting Target 150?	x	x	✓	✓	✓

## Payment options

**DD Direct debit**  
Set up payments at southeastwater.com.au/paymybill

**BPAY\* (Up to \$20,000)**  
Biller code: 24208 Ref: 1000 9588 3700 002

**Credit card**  
Pay by Visa or MasterCard at  
southeastwater.com.au/paymybill  
or call 1300 659 658.

**eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 9588376  
Account name: South East Water Corporation

**Post Billpay**  
BillpayCode: 0361 Ref: 1000 9588 3700 002  
Call 131 816 Visit: postbillpay.com.au  
Or visit an Australia Post store.

**Centrepay**  
Go to servicesaustralia.gov.au/centrepay  
for more information.  
Reference number: 555 050 397J

**Total due:** \$181.40  
**Account number:** 9588376

**Date paid:**

**Receipt number:**

Property ref: 56S//18256/00007  
2 LEGEND CLOSE  
ROWVILLE VIC 3178



\*361 100095883700002

PN56S

+00000009588376> +009124+ <00000000000> <0000018140> +444+





## Our charges

### Meter reading details

Date read: 10/04/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFNO18960	2291	2265	26	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 10 July 2025.

### Water usage (water and sewage)

For period 14/01/25 to 10/04/25 (86 days)

Step 1 26 kl @ \$3.6156 per kl = \$94.01

**Total usage charges** \$94.01

Steps are calculated on a daily average up to 440 litres

### Service charges

For period 01/04/25 to 30/06/25

Water service charge \$22.58

Sewerage service charge \$98.05

**Total service charges** \$120.63

**Our charges** \$214.64

### Other authorities' charges

Parks 01/04/25 to 30/06/25 Charge \$21.79

Waterways and Drainage charge 01/04/25 to 30/06/25 \$30.52

**Total other authorities** \$52.31

**Total current charges** \$266.93

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see [southeastwater.com.au/charges2024](http://southeastwater.com.au/charges2024)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](http://melbournewater.com.au). The charge is for 01/04/25 to 30/06/25.

#### Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [www.parks.vic.gov.au/about-us/parks-charge](http://www.parks.vic.gov.au/about-us/parks-charge). The charge is for 01/04/25 to 30/06/25.

### Additional information

#### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](http://southeastwater.com.au/paymentsupport)

#### Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at [southeastwater.com.au/customer-charter](http://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Make your bill payments easier

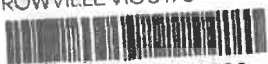
Explore flexible ways to pay your bill at [southeastwater.com.au/knoxbillsupport](http://southeastwater.com.au/knoxbillsupport)



**South East Water Corporation**  
ABN 89 066 902 547  
101 Wells Street Frankston VIC 3199  
PO Box 2268 Seaford VIC 3198 Australia

or call 1300 659 656.

Property ref: 003// 10200/0000/  
2 LEGEND CLOSE  
ROWVILLE VIC 3178



\*361 100095883700002

PN56S

Account number:

Date paid:

Receipt number:

9588376

+00000009588376>

+009124+

<0000000000>

<0000018140>

+444+

# Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in.  
**Here are some ways we can support you:**



## Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.



## More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.



## Concession discounts

Register your valid concession card with us to save up to \$363 annually. Eligible cards include:

- Health Care Card
- Pensioner Concession Card
- Veterans' Affairs Card



## One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.



## Centrepay payments

Experience effortless payments with Centrepay. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

66

I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service. – Satisfied customer

99

## Contact us

Phone 13 18 51

Visit [southeastwater.com.au/knoxsupport](https://southeastwater.com.au/knoxsupport)

Interpreter services 03 9209 0130



[southeastwater.com.au](https://southeastwater.com.au)

## Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬請撥打: 03 9209 0130

如需口译服务，敬請撥打: 03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necessita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



Andrews Legal Group C/- InfoTrack  
(Smokeball)  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
LOT 26 2 LEGEND CLOSE ROWVILLE  
3178  
26 PS 414104

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56S//18256/00007	LANDATA CER 77076006-024-7	12 JUNE 2025	49541848

### 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

<b>Parks Victoria - Parks Service Charge</b>	01/04/2025 to 30/06/2025	\$21.79
<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2025 to 30/06/2025	\$30.52

#### (b) By South East Water

<b>Water Service Charge</b>	01/04/2025 to 30/06/2025	\$22.58
<b>Sewerage Service Charge</b>	01/04/2025 to 30/06/2025	\$98.05
<b>Subtotal Service Charges</b>		<u>\$172.94</u>

**Payments** \$172.94

**TOTAL UNPAID BALANCE** \$0.00

- The meter at the property was last read on 10/04/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** \$1.16 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.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

- 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](http://www.southeastwater.com.au).
- 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](http://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](http://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.

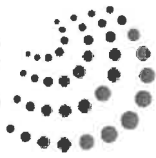
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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



**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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:

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

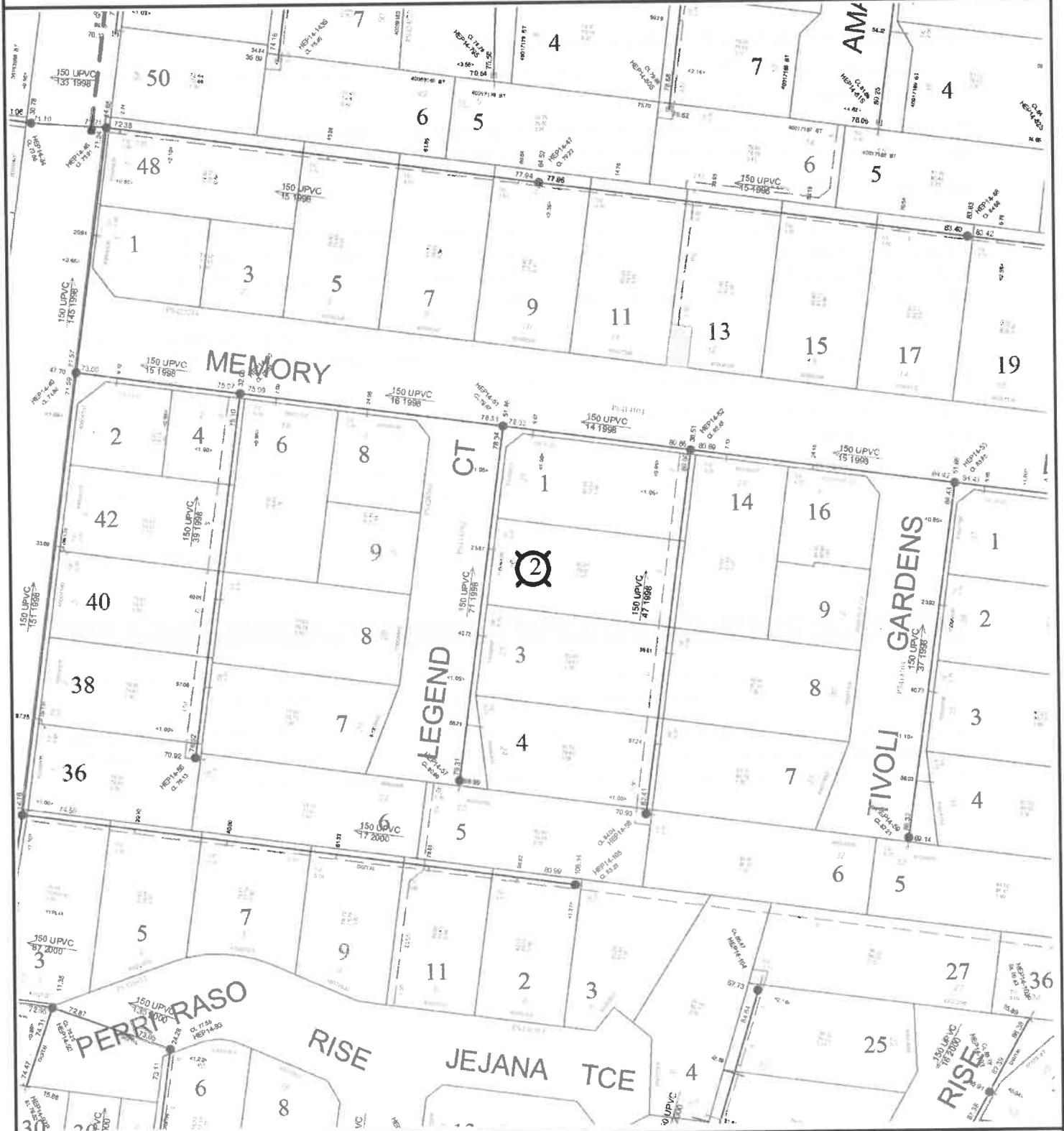
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 49541848



Date: 12JUNE2025



**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.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
<b>Melbourne Water Assets</b>		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

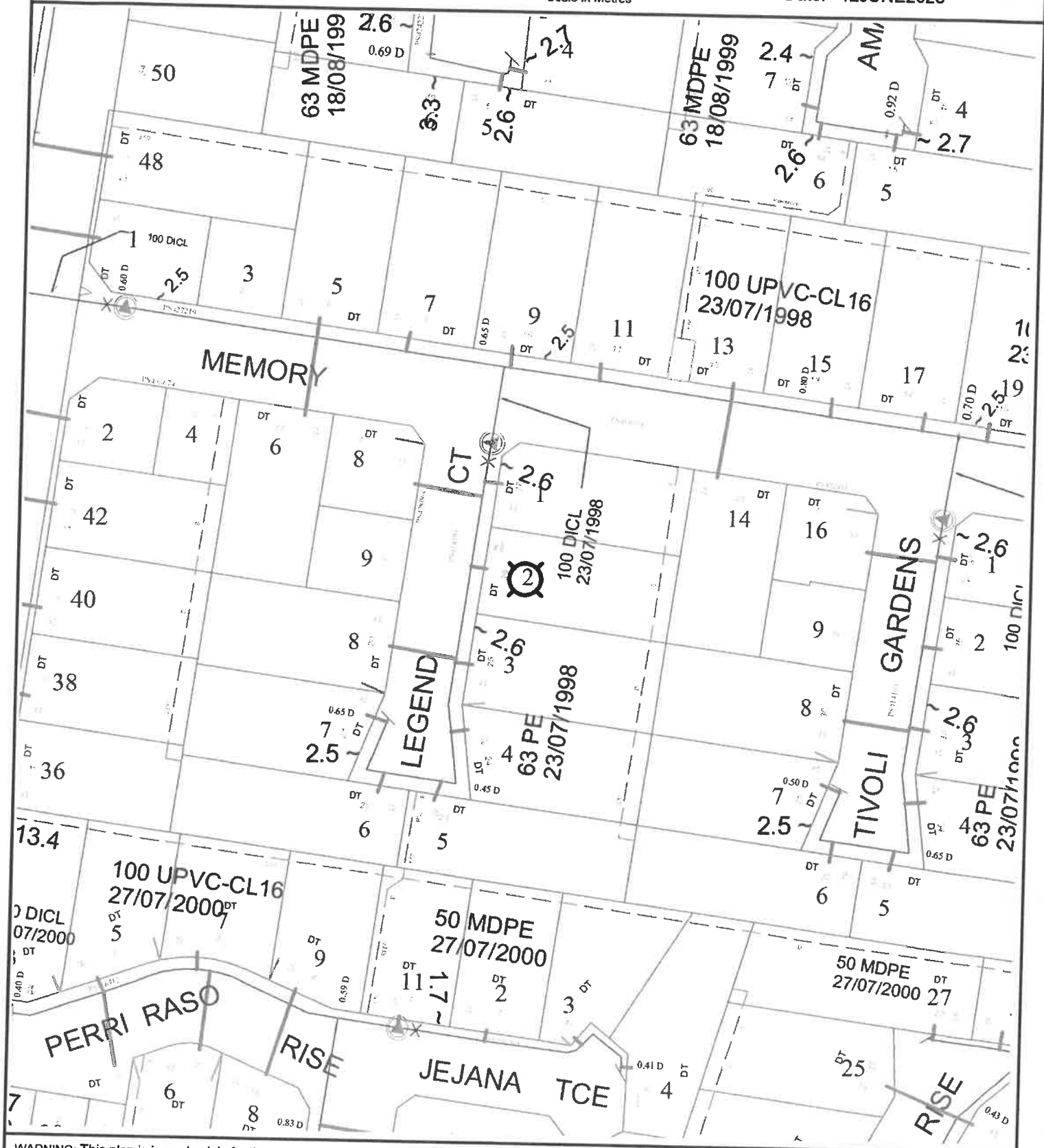


Property: Lot 26 2 LEGEND CLOSE ROWVILLE 3178

Case Number: 49541848



Date: 12JUNE2025



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## LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

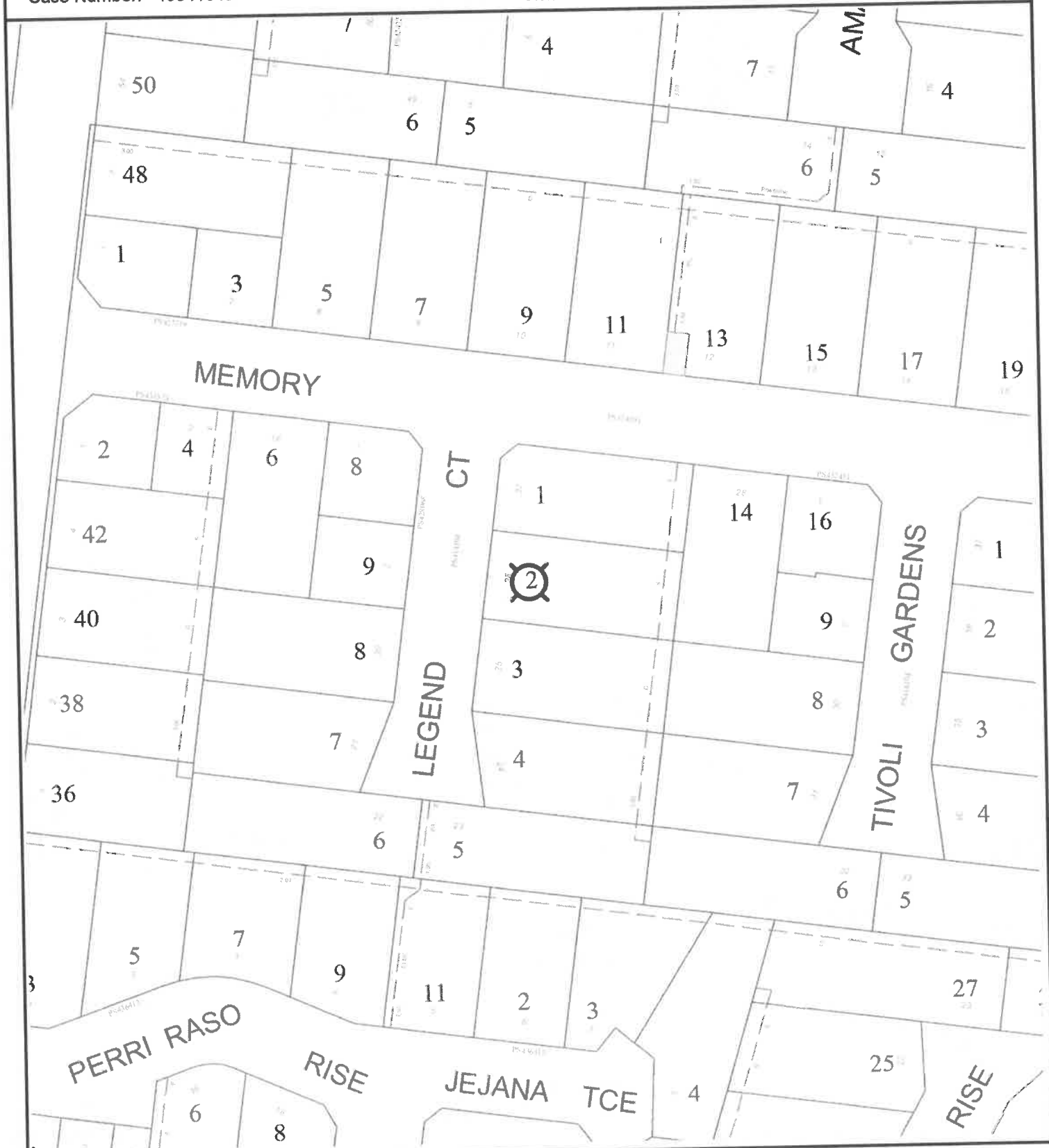
Offset from Boundary



Case Number: 49541848



Date: 12JUNE2025



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## LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 11 June 2025 01:41 PM

## PROPERTY DETAILS

Address: **2 LEGEND CLOSE ROWVILLE 3178**  
Lot and Plan Number: **Lot 26 PS414104**  
Standard Parcel Identifier (SPI): **26\PS414104**  
Local Government Area (Council): **KNOX**  
Council Property Number: **160238**  
Planning Scheme: **Knox**  
Directory Reference: **Melway 82 B7**

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

[Planning Scheme - Knox](#)

## 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: **ROWVILLE**

## OTHER

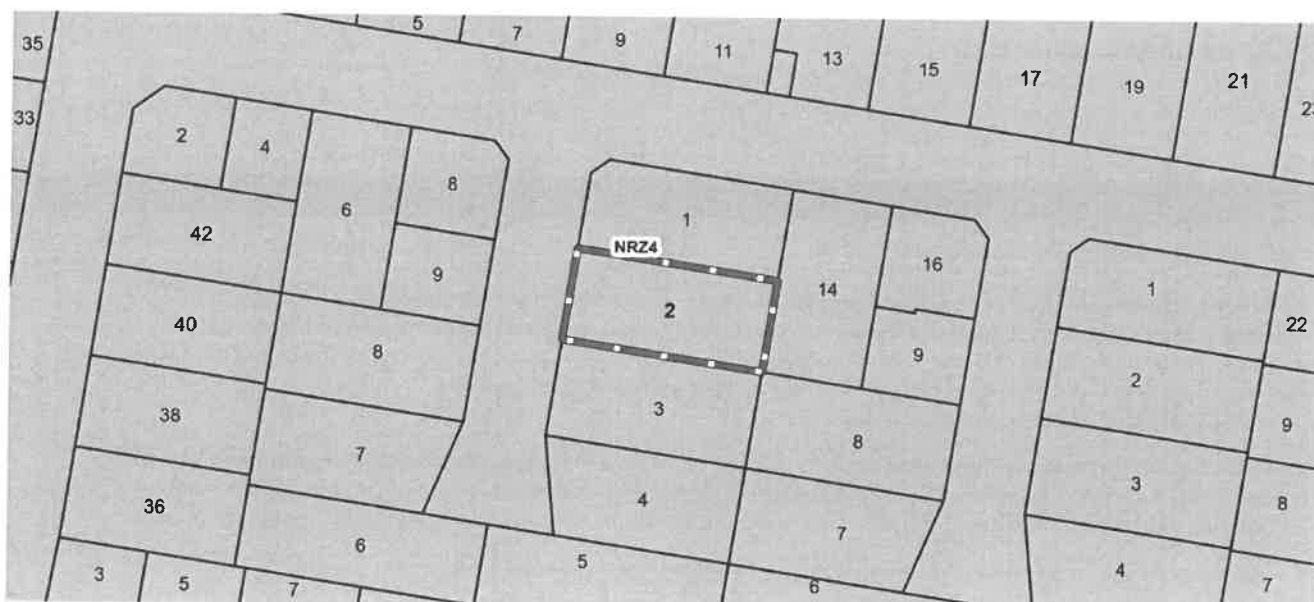
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



**NRZ - Neighbourhood Residential**

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

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

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

PLANNING PROPERTY REPORT: 2 LEGEND CLOSE ROWVILLE 3178

Page 1 of 3

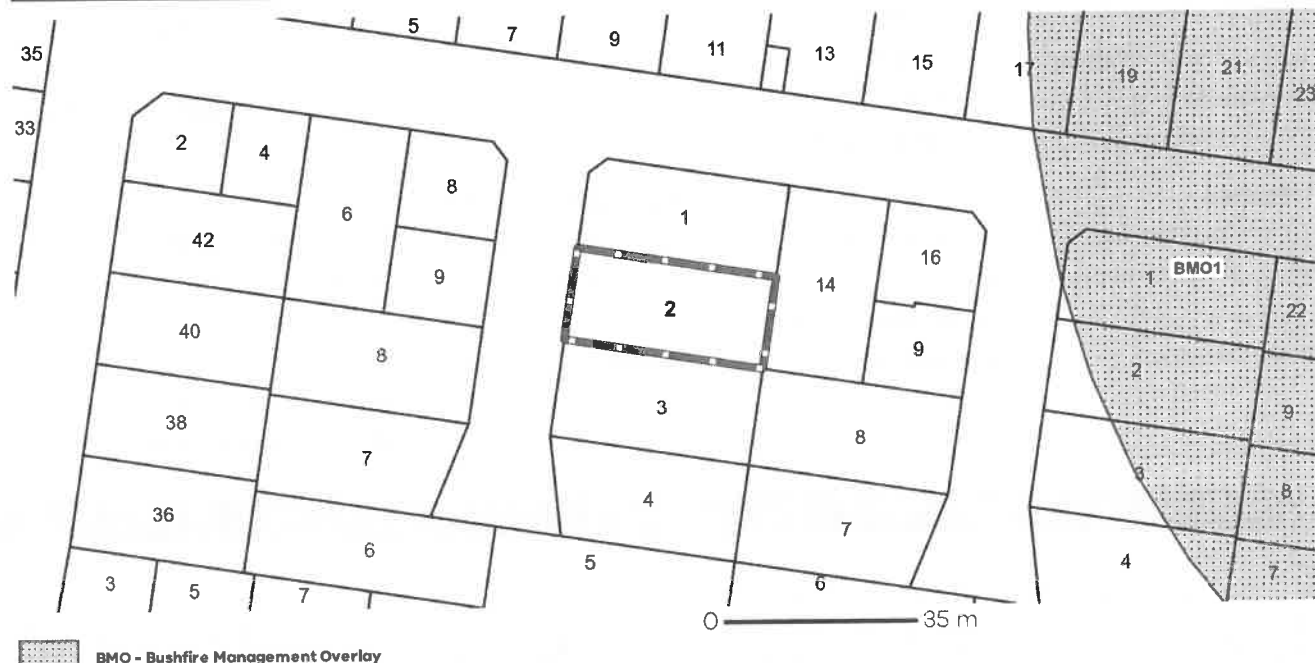
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### BUSHFIRE MANAGEMENT OVERLAY (BMO)



**BMO - Bushfire Management Overlay**

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

## Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

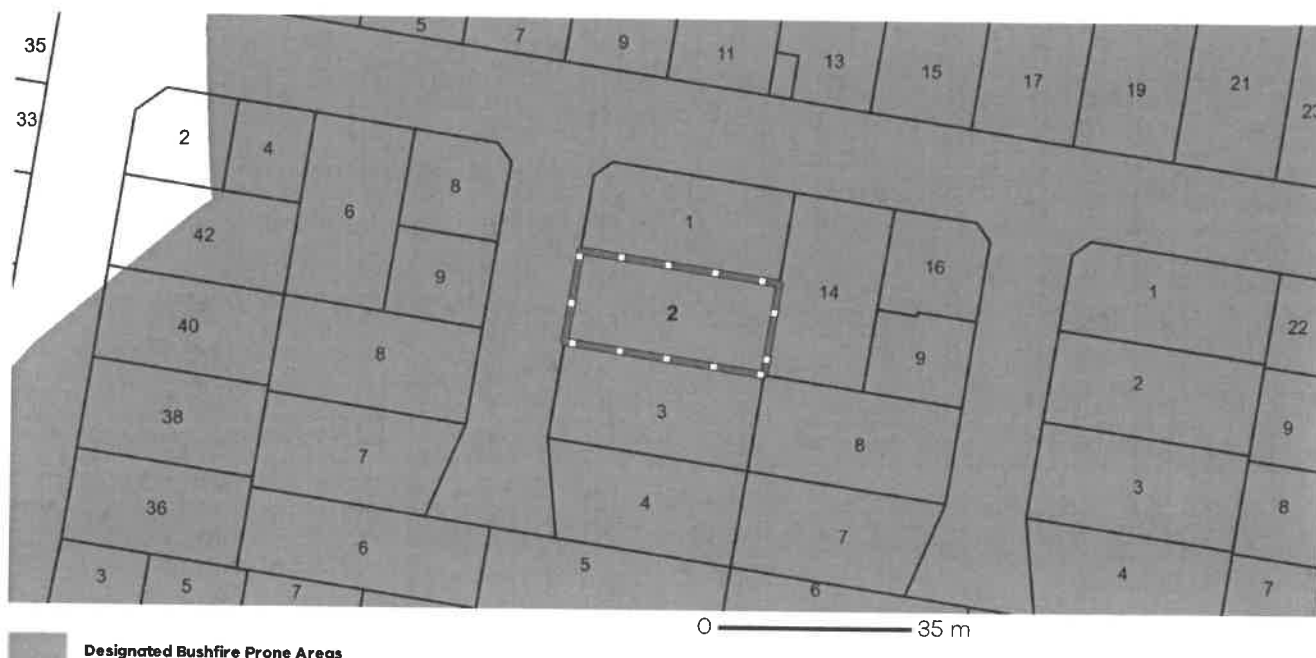
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 11 June 2025 01:42 PM

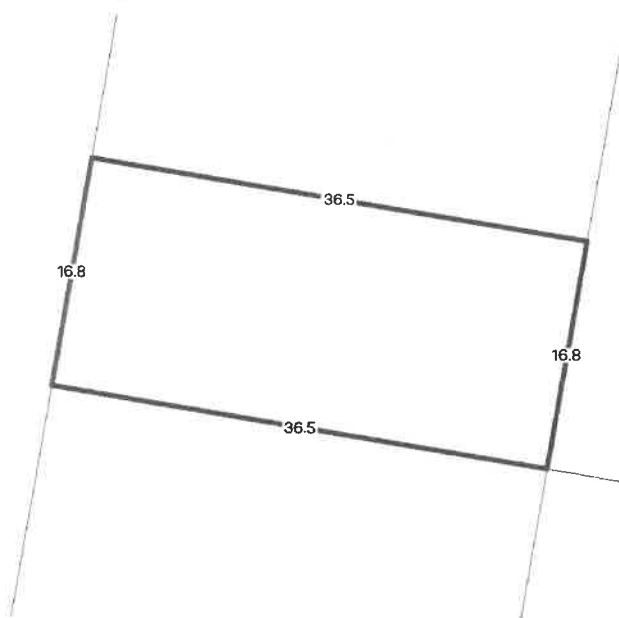
## PROPERTY DETAILS

Address: **2 LEGEND CLOSE ROWVILLE 3178**  
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Standard Parcel Identifier (SPI): **26\PS414104**  
Local Government Area (Council): **KNOX**  
Council Property Number: **160238**  
Directory Reference: **Melway 82 B7**

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

## SITE DIMENSIONS

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



**Area:** 613 sq. m

**Perimeter:** 107 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **ROWVILLE**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

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PROPERTY REPORT: 2 LEGEND CLOSE ROWVILLE 3178

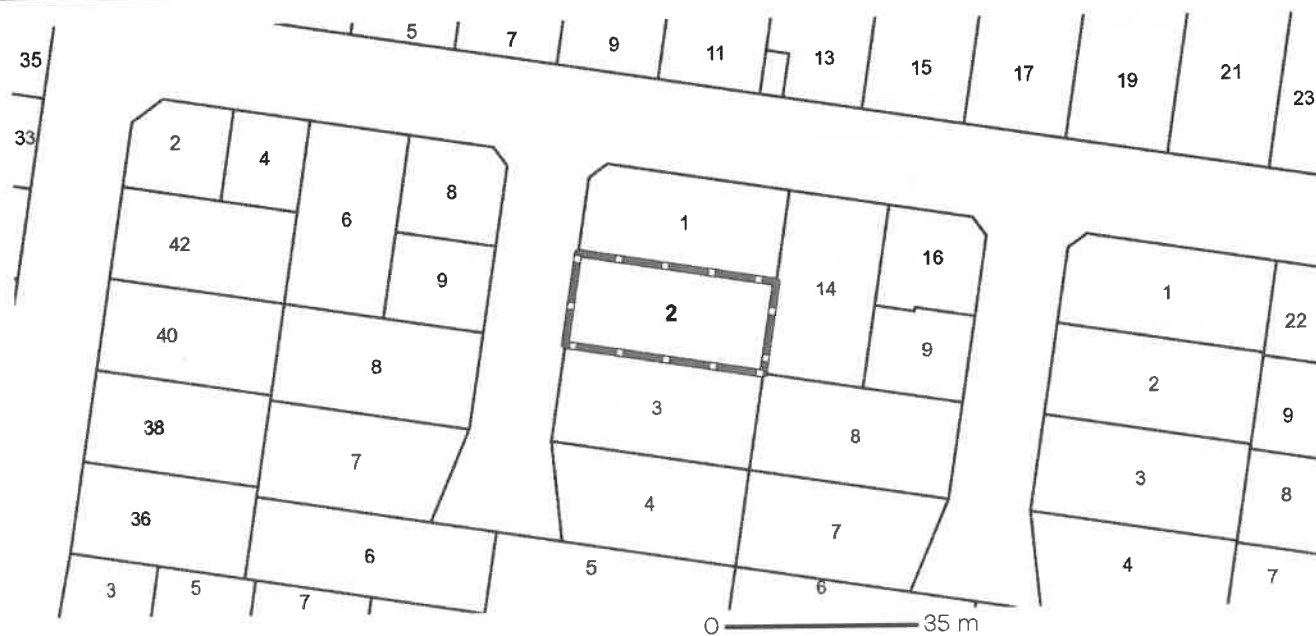
Page 1 of 2

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



Selected Property