

# Contract of Sale of Land

**Property: CA 10, Sec C, 20 Reef Gully Lane, Waterloo  
VIC 3373**

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**AICVIC**  
AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC) DIVISION

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# Contract of sale of land

2025

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER:

### WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

### WHERE SIGNATORY IS A COMPANY

EXECUTED by .....

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

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

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

for and on behalf of:

**Ashley John McErvale**

.....

Name of individual

.....

Signature of individual

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: HF Richardson Property Pty Ltd  
Address: 5 Retreat Road, Newtown VIC 3220  
Email: jhaddrick@icloud.com  
Tel: 03 5229 8017 Mob: 0427 111 224 Fax: Ref: James Haddrick

## Vendor

Name: Ashley John McErvale  
Address: 993 Black Bottom Road, Langi Kal Kal VIC 3352  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Nevett Wilkinson Frawley  
Address: 1 Jamieson Street, Daylesford Vic 3460  
Email: conveyancing@nwflegal.com.au  
Tel: 03 5348 2513 Mob: Fax: Ref: 241158

## Purchaser's estate agent

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

## 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 3537 Folio 236	CA 10, Sec C	TP 416823W

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: CA 10, Sec C, 20 Reef Gully Lane, Waterloo VIC 3373

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

Nil – Vacant Land

**Payment**

Price \$ .....

Deposit \$ ..... due on signing

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 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

## **Building report**

~~General condition 21 applies only if the box is checked~~

## **Post report**

~~General condition 22 applies only if the box is checked~~

# **Special Conditions**

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

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

## **1. Purchaser's Inspection**

1.1 The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- (a) is satisfied as to the nature, quality, condition and state of repair of the Property;
- (b) accepts that all structures or improvements on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;
- (c) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
- (d) is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development.

1.2 The Vendor gives no warranty other than those required by statute (including General Condition 6.6 as it applies):

- (a) that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation. The Purchaser must not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation.
- (b) as to the use to which the Property may be put.

1.3 Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Property or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this Special Condition.

1.4 The Purchaser must make no objection, claim compensation or delay payment of the Residue because of anything in connection with:

- (a) Any of the matters referred to in this Special Condition;
- (b) Any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property;
- (c) There being or not being an easement or other right in respect of a service for the Property being a joint service or passing through another property, or any service for another property

passing through the Property ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

- (d) The presence in or on the Property of any Contaminant; or
- (e) The condition or existence or non-existence of services.

- 1.5 For the purpose of this special condition "Building Legislation" means the *Building Control Act* 1981, the *Building Act* 1993, The Building Code of Australia or the requirements of any government or other governmental, semi governmental, statutory body or entity in relation to any improvements erected on the Land or any alterations or additions to the improvements.
- 1.6 The purchaser agrees not to seek terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## **2. Company Purchaser**

General Condition 3 (Guarantee) is deleted and replaced with the following:

### **"3. GUARANTEE AND INDEMNITY**

- (a) If the Purchaser is a proprietary limited company, the Purchaser must on the day of sale provide the Vendor with a Guarantee and Indemnity in the form attached to this Contract, signed by each director of the Purchaser company.
- (b) If under General Condition 4, the Purchaser nominates a substitute or additional purchaser and the nominee is a proprietary limited company, the Purchaser must on the day of nomination provide the Vendor with a Guarantee and Indemnity in the form attached to this Contract, signed by each director of the nominee company."



# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

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

## 12. DOMESTIC BUILDING INSURANCE

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

## 13. GENERAL LAW LAND

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

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# Money

## 14. DEPOSIT

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

14.6 Payment of the deposit may be made or tendered –

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

However, unless otherwise agreed –

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

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

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

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

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

**15. DEPOSIT BOND**

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

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

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

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

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

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

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

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

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

**16. BANK GUARANTEE**

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

16.2 In this general condition –

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

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

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

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

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

**17. SETTLEMENT**

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

**18. ELECTRONIC SETTLEMENT**

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

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

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

18.9 The vendor must before settlement –

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

**19. GST**

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

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

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

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

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

## 22. PEST REPORT

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

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

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

eCOSID: 186482781 (c) is not then in default.

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

### 23. ADJUSTMENTS

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

### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

eCOSID: 186482781 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

## 25. GST WITHHOLDING

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

eCOSID: 186482781 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

27.4 Any document properly sent by –

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

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

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

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

eCOSID: 186482781  
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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20 REEF GULLY LANE WATERLOO ONT L3R 3R7



A: 1 Jamieson Street, Daylesford Vic 3460  
P: 03 5348 2513  
E: conveyancing@nwlegal.com.au

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	CA 10, SEC C, 20 REEF GULLY LANE, WATERLOO VIC 3373	
Vendor's name	Ashley John McErvale	Date
Vendor's signature		1/4/2026
Purchaser's name		Date
Purchaser's signature		/ /
Purchaser's name		Date
Purchaser's signature		/ /

# 1. FINANCIAL MATTERS

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

- (a)  Their total does not exceed: \$2,000.00  
 Pyrenees Shire Council (not yet separately rated)

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is:	<input type="checkbox"/> Set out in the attached Municipal Rates Notice or Property Clearance Certificate <input checked="" type="checkbox"/> AVPCC No: 530
(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:	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Set out in the attached Municipal Rates Notice or Property Clearance Certificate <input type="checkbox"/> Date:

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is as follows:  
 None to the vendor's knowledge

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

Not Applicable

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

- The required specified information is as follows:
  - (a) Name of planning scheme Pyrenees Planning Scheme
  - (b) Name of responsible authority Pyrenees Shire Council
  - (c) Zoning of the land FZ - Farming Zone
  - (d) Name of planning overlay Bushfire Management Overlay (BMO),  
Vegetation Protection Overlay - Schedule 1 (VPO1)

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Are as follows  
None to the vendor's knowledge  
  
The particulars of any licences under the *Mineral Resources (Sustainable Development) Act* 1990 affecting the whole or part of the land are as follows: EL006454.

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

Not Applicable

**8. SERVICES**

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

### 13. ATTACHMENTS

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

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

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

Due Diligence Checklist  
Title Search Vol 3537 Fol 236  
TP416823W  
Pyrenees Shire Council Land Information Certificate  
CHW Asset Plan  
S90 Water Catchment & Land Protection Certificate  
SRO Land Tax Certificate  
Vic Roads Certificate  
Historic Mining Activity  
Property & Planning Reports

## Due diligence checklist

### What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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



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

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

VOLUME 03537 FOLIO 236

Security no : 124133432022W  
Produced 31/03/2026 01:51 PM

CROWN GRANT

**LAND DESCRIPTION**

Crown Allotment 10 Section C Parish of Langi-kal-kal.

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

ASHLEY JOHN MCERVALE of 993 BLACK BOTTOM ROAD LANGI KAL KAL VIC 3352  
AW597871U 02/03/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP416823W FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 20 REEF GULLY LANE WATERLOO VIC 3373

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 23915R NWF LAWYERS PTY LTD  
Effective from 02/03/2023

DOCUMENT END



# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>TP416823W</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>09/10/2024 13:44</b>

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

TITLE PLAN		EDITION 1	TP 416823W
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**Location of Land**

Parish: LANGI-KAL-KAL  
 Township:  
 Section: C  
 Crown Allotment: 10  
 Crown Portion:

Last Plan Reference:  
 Derived From: VOL 3537 FOL 236  
 Depth Limitation: 50 FEET

**Notations**

SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 3537 FOL. 236 AND NOTED ON SHEET 2 OF THIS PLAN

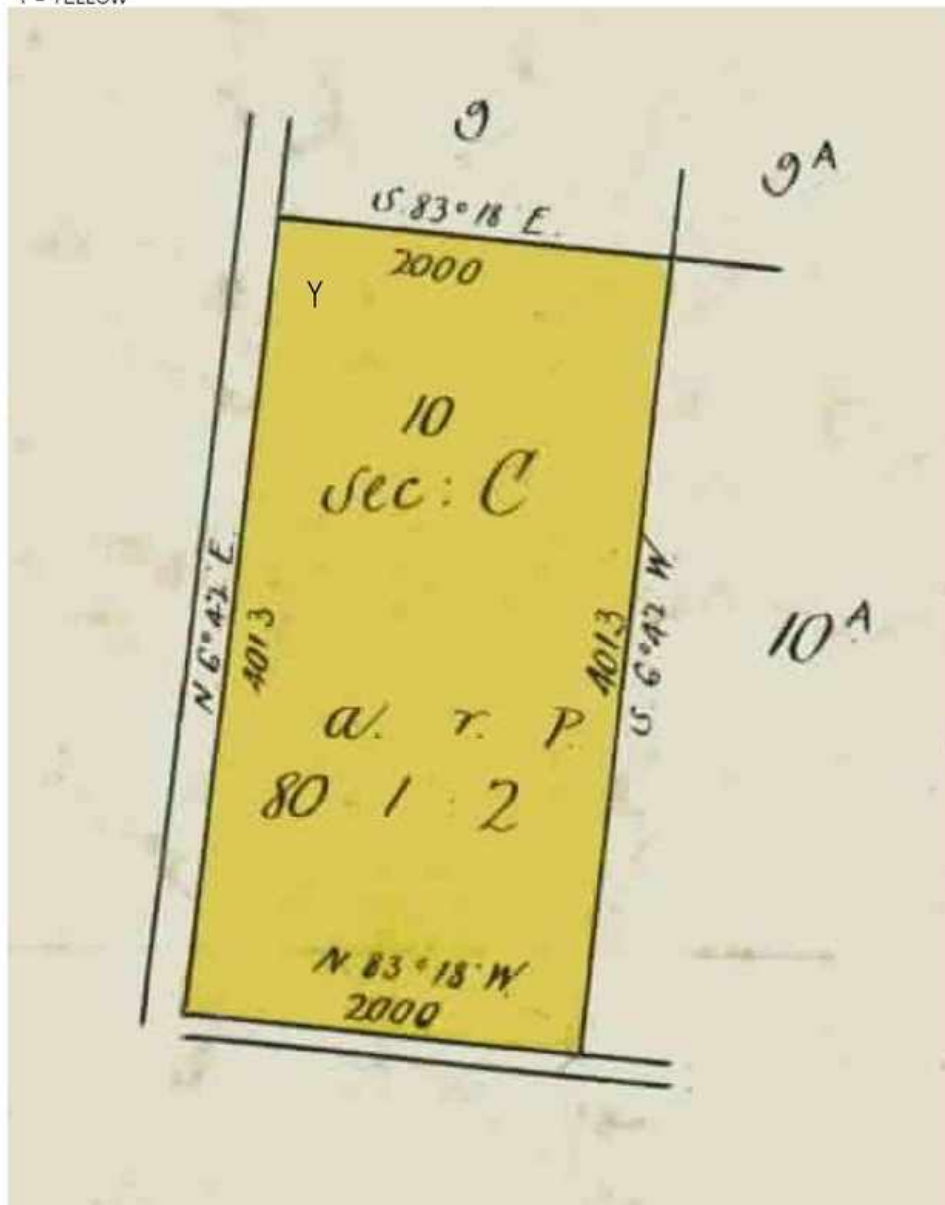
ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

**Description of Land / Easement Information**

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 26/04/2000  
 VERIFIED: AD

**COLOUR CODE**  
 Y = YELLOW



LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet  
 Metres = 0.201168 x Links

TITLE PLAN		TP 416823W
------------	--	------------

**LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT**

containing *eighty acres one rood and two perches three or less being Allotment ten of Section C in the Parish of  
Lange-kal-kal County of Ripon* All THAT PIECE OF LAND in the said State

delimited with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth EXCEPTING however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes on the like terms under the like conditions and in the like events as the same might have been resumed for such purposes under the law in force at the date of these presents AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands PROVIDED FURTHER and this Grant is upon this express condition that neither the grantee nor any one claiming from through or under him shall claim or be entitled to any compensation in respect of damage to be done to the land hereby granted or to any part thereof or to any improvements thereon by mining therein or thereon within the meaning of the Mines Acts or of any Acts for the time being in force relating to mining or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Acts or for any purpose authorized by the said Acts.



ABN 94 924 356 468

For the Period 1 July 2025 to 30 June 2026

1300 797 363  
 pyrenees@pyrenees.vic.gov.au  
 pyrenees.vic.gov.au

In accordance with Section 121 of the Local Government Act 2020

**APPLICANT DETAILS**

**Applicant:** NWF Lawyers Pty Ltd  
 C/- LANDATA (Fax 9194 0616)  
 DX 250639

**Certificate No:** 2026/368  
**Your Ref:** 79658631-012-0

**Issue Date:** February 16, 2026

This certificate provides information regarding Valuation, Rates, Charges, and other monies owing and any orders or notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020 or under a local law or by-law of the PYRENEES SHIRE COUNCIL.

This certificate is not required to include information regarding Building, Planning, Health, Land Fill, land Slip, Flooding Information or Service Easements. Information regarding these matters may be available from the Council, or the relevant authority. A fee may be charged for such information.

As per the Local Government Act 2020, it is a requirement of the acquiring agent to notify Council of a change to the Title within one month. Failure to do so may result in Council issuing a financial penalty against the offending agent of up to 10 units. Please note that PEXA Settlements require a separate Notice of Acquisition/Disposition to be sent to Council.

**PROPERTY DETAILS**


**Assessment No:** A8154      **Location:** 20 REEF GULLY LANE WATERLOO VIC 3373  
**Property Description:** 3 Land Parcels  
 Lot CA 10 Sec C P/LANGI-KAL-KAL, Lot CA 9 Sec C P/LANGI-KAL-KAL, Lot CA 9A Sec C P/LANGI-KAL-KAL  
**Area (Ha):** 56.0320


**PROPERTY VALUATIONS**

<b>Land Valuation Date:</b>	01/01/2025	<b>Operative Date of Valuation:</b>	01/07/2025
<b>Site Value:</b>	\$483,000	<b>Capital Improved Value:</b>	\$493,000
<b>Net Annual Value:</b>	\$24,650	<b>AVPCC:</b>	530

**STATEMENT OF RATES AND CHARGES FOR YEAR ENDING 30 JUNE 2026**

DESCRIPTION	Amount
RATES – FARMS ALL TYPES @ 0.1812% of CIV	\$ 893.16 DR
WASTE CHARGE	\$ 116.00 DR
EMERGENCY SERVICES & VOLUNTEERS FUND (ESVF) – PRIMARY PRODUCTION FIXED RATE	\$ 0.00 DR
EMERGENCY SERVICES & VOLUNTEERS FUND (ESVF) – PRIMARY PRODUCTION VARIABLE RATE	\$ 141.49 DR
<b>TOTAL CURRENT LEVIED 2025/26</b>	<b>\$1,150.65 DR</b>
ARREARS (AS AT 30 <sup>TH</sup> JUNE)	\$ 0.00 DR
LEGAL COSTS	\$ 0.00 DR
INTEREST	\$ 0.00 DR
ESVF INTEREST	\$ 0.00 DR
PAYMENTS MADE	\$ 357.26 CR
GOVERNMENT REBATES	\$ 0.00 CR
<b>DEBTORS BALANCE</b>	<b>\$ 0.00 DR</b>
<b>PROPERTY BALANCE (INCLUDING DEBTORS BALANCE) DUE BY 15<sup>TH</sup> FEBRUARY 2026</b>	<b>\$ 793.39 DR</b>

 **Bill Code:** 35071  
**Ref:** 1000081543

 **Bill Pay Code:** 3207  
**Ref:** 1000081543

  
 \*320710000815430079339

**Land Information Certificate No:****Property Number:** A8154**Page:** 2**PLEASE NOTE:**

- In accordance with Section 175(1), Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.
- Any other monies due for this property are shown in the Other Information section below.
- If this Certificate shows any unpaid rates, please contact the Council Office for an update, prior to Settlement.
- Verbal confirmation or variations will only be given for a period of 60 days from the date of issue. However, Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 60 days.
- Amounts shown as paid on this Certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis.

**OTHER INFORMATION**

- There ARE NO notices or orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, the Local Government Act 2020 or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the Certificate.
- There ARE NO monies owed for works under the Local Government Act 1989 or earlier act.
- There IS NO potential liability for rates under the Cultural and Recreational Lands Act 1963.
- There IS NO potential liability for the land to become rateable under Section 173, 174 or 174A of the Local Government Act 1989.
- There ARE NO outstanding amounts required to be paid, and/or transfers to be made to Council, for recreational purposes under Section 17 of the Subdivision of Land Act 1988 or the Local Government Act 1989 or earlier act.
- There ARE NO monies owed in relation to the land under Section 94(5) of the Electricity Industry Act 2000.
- There ARE NO monies owed under Section 119 of the Local Government Act 2020.
- There ARE NO monies owed for any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.
- The land requested on the Property Enquiry Application is **not separately rated**. The property will be subject to a **Supplementary Valuation** after notification of change of ownership is received.
- The Farming Differential Rate & Single Farming Enterprise Exemptions will not apply after the sale of the land. If the land is part of a farming enterprise, or may qualify to be classified as farming, new owners will need to apply. Please contact the Pyrenees Shire Council to request an application for the Farm Rate.

**IMPORTANT INFORMATION – DIFFERENTIAL RATING**

Potential ratepayers are advised that the PYRENEES SHIRE COUNCIL has in place a system of Differential Rating. The rate that exists on the property prior to purchase may change if the circumstances of the new ratepayer(s) are different after purchase.

Rating charges for the current rate year are set out as follows:

- (i) A **uniform general rate** of **0.258810** cents in the dollar on the **Capital Improved Value** of rateable land, levied on all properties except those on which differential rates are levied.
- (ii) A **differential general rate** of **0.388215** cents in the dollar on the **Capital Improved Value** of rateable land, levied on all properties which are classified as **Vacant Land** (except farmland).
- (iii) A **differential general rate** of **0.323513** cents in the dollar on the **Capital Improved Value** of rateable land, levied on all properties which are classified as **Commercial** or **Industrial**.
- (iv) A **differential general rate** of **0.181168** cents in the dollar on the **Capital Improved Value** of rateable land, levied on all properties which are classified as **Farms** (as defined by the Valuation of Land Act 1960).
- (v) A **differential general rate** of **0.232929** cents in the dollar on the **Capital Improved Value** of rateable land, levied on all properties which are classified as **Undevelopable**.
- (vi) Those properties which have been classified as **Recreational and Cultural Land Act** properties shall receive a 50% rebate on the cents in the dollar on the **Capital Improved Value**, at the **uniform general rate** specified in (i).

If you are not certain of the rate classification category, please contact the Shire Office.

I hereby certify that, as at the date of issue, the Information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the PYRENEES SHIRE COUNCIL, together with any Notices pursuant to the Local Government Act 1989, the Local Government Act 2020, Local Laws or any other legislation.

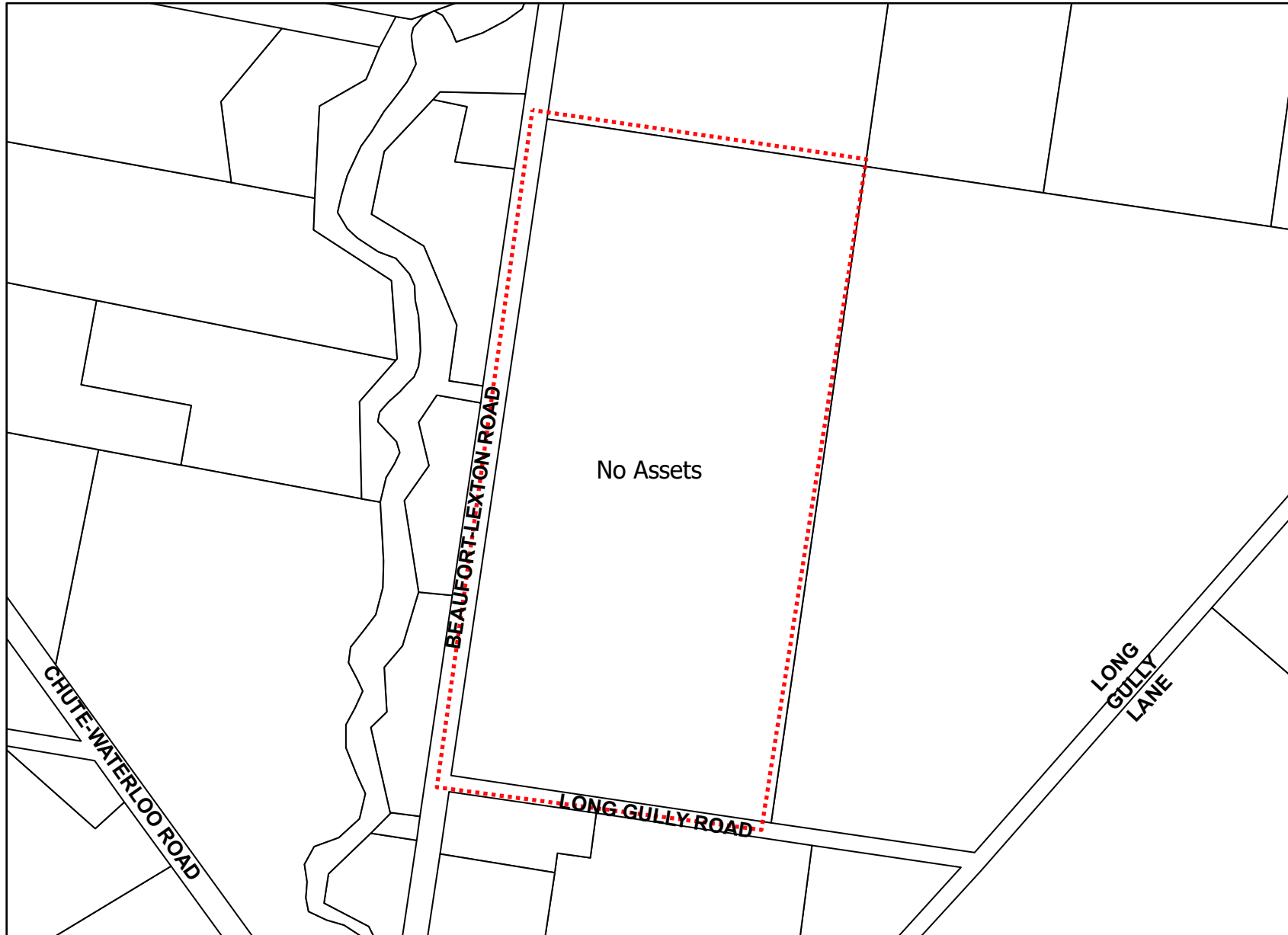
I acknowledge having received the sum of \$30.60 being the fee for this certificate.

Emily Beaton – Revenue Officer

Authorised Officer



Job # 52782740  
Seq # 270685882  
Provider: Central Highlands Water  
Telephone: 1800 061 514



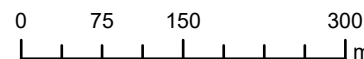
**Legend**

- BYDA Enquiry
- CHWCadastre

Central Highlands Water has taken care to ensure that the information shown on this plan is accurate, however, complete accuracy cannot be guaranteed. The position of assets should be proven through field survey and hand excavation prior to any works. It is an offence to destroy, damage, alter or in any way interfere with any works or property of CHW (Water Act, 1989 Section 288)

In an emergency contact Central Highlands Water on 1800 061 514

Index Sheet



Scale 1:7,000



Plans generated by SmarterWX™ Automate

# Catchment and Land Protection (Section 90)

**NWF Lawyers Pty Ltd ATF The NWF Lawyers Unit Trust C/- InfoTrack (Smokeball)**  
**135 King Street**  
**SYDNEY 2000**

## CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: 923

CERTIFICATE NO: **79659185**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**20 Reef Gully Lane, Waterloo**

PROPERTY DESCRIPTION:

Lot/Plan:

Crown Description:

Volume/Folio:

Directory Reference:

**CA 9, 9A & 10 Section C Parish of Langi  
-Kal-Kal  
V 57 H7**

- |  |            |
|--|------------|
| 1. A regional catchment strategy applies to the land.            | <b>YES</b> |
| 2. The land is in a special area.                                | <b>YES</b> |
| 3. A special area plan applies to the land.                      | No         |
| 4. A land use condition applies to the land.                     | No         |
| 5. A land management notice is in force in relation to the land. | No         |
| 6. A copy of the land management notice is attached.             | No         |

**By Authority**  
**Secretary to the Department of Energy, Environment & Climate Action**

**DATED: 16/02/2026**

# **SOIL CONSERVATION AUTHORITY**

## **AN ECOLOGICAL AND LAND USE SURVEY OF THE TRAWALLA CREEK CATCHMENT**

For Consideration by the Soil Conservation Authority  
and Land Utilization Advisory Council

## **SUMMARY**

An ecological and land use survey of the catchment of Trawalla Creek has been done to assist in the formulation of a policy of future land use for the catchment.

The catchment is within hilly country composed of Ordovician sediments and is adjacent to the Great Dividing Range near Beaufort. Rainfall ranges between 28 and 30 inches on the average each year and the soils are mainly red and yellow solodics. Erosion is not a problem. Gullying and sheet erosion are infrequent and catchment salting is common but not serious. This favourable situation is considered to be due partly to the extensive forests remaining within the catchment and which surround Trawalla Creek. These forests are mainly Reserved Forests under the control of the Forests Commission and are of little commercial value as sources of hardwood. Their present role is mainly one of protection for the soil and native plants and animals and to regulate stream flow. Portion of the forests are under consideration as sites for pine plantation.

Interest must be extended outside the catchment to include Mt. Emu Creek into which Trawalla Creek flows. Mt. Emu Creek continues for many miles towards Warrnambool across the Western District Plain. It is used for stock and domestic water by a number of landholders but is a saline stream due to the extensive areas of basalt plain within its catchment. The only sources of fresh water are those tributaries draining sedimentary hills and Trawalla Creek is the biggest of these streams. The high quality of the waters in Trawalla Creek must therefore be maintained and it is considered that the future management of the catchment is all-important in this respect. Management must be aimed at preventing any increase in the salted areas since it has been shown elsewhere in western Victoria that catchment salting contributes saline water to reservoirs and streams. Trawalla Creek's catchment must be well maintained not only for its own sake but also in the interests of people outside its borders.

For these reasons it is considered advisable to disallow any further clearing and to concentrate on both hardwood and softwood forestry.

## **INTRODUCTION**

The subject of this report is an ecological and land use survey of Trawalla Creek Catchment and the report is divided into six parts.

Part I gives an abbreviated description of the catchment dealing mainly with its environmental features but also its location and land tenure. In order to place the survey within the Soil Conservation Authority's programme of State-wide surveys, an appendix to the report is included in which more details of the environment and land unit diagrams are to be found.

Part II deals with the condition of Trawalla Creek and its catchment and includes present and alternative forms of land use and erosion status.

Trawalla Creek is a tributary of Mt. Emu Creek and Part III discusses Mt. Emu Creek and its role as a source of stock and domestic water.

In Part IV, the relationship of Trawalla Creek to Mt. Emu Creek is reviewed with an emphasis on water supply and land use in the catchment.

The conclusions of the survey are dealt with in Part V and Part VI lists the recommendation.

## **PART 1 - DESCRIPTION OF TRAWALLA CREEK CATCHMENT**

### **1. LOCATION**

The headwaters of Trawalla Creek rise on the southern slopes of the Great Dividing Range to the north of Beaufort in the Central Highlands Region. After flowing for ten miles in a south-easterly direction it empties into Mt. Emu Creek near Trawalla on the Western Highway. The catchment covers 42 square miles and is in the shape of a rectangle roughly eight miles long and five miles wide (See Map 1). Parts of the Shires of Ripon and Lexton and of the Parishes of Langi kal kal, Raglan and Beaufort, are included within the catchment.

### **2. ENVIRONMENT**

#### **(i). Rainfall**

There are no rainfall stations within the catchment, but from information presented in the Resources Survey of the Central Highlands Region (Central Planning Authority) the average annual rainfall appears to vary from approximately 30 inches along the Great Dividing Range down to about 27 inches at the southern end of the catchment.

Rainfall stations at Trawalla and Beaufort have average annual figures of 26 and 28 inches, respectively, and both places show a maximum precipitation in winter and early spring with average monthly falls of 2½ inches. The driest months, January and February, each receive 1½ inches.

#### **(ii) Geology and Topography**

Geology and topography present a simple pattern. Hills of Ordovician shales and mudstones have been maturely dissected by Trawalla Creek and its tributaries and are now separated by alluvial flats built up by successively younger deposits of unconsolidated clays and sands. Along the north-western boundary is a small area of granite.

The catchment is sharply defined on the east, north and west by high ridges from which spurs and lower hills gradually drop in elevation until the plain of Trawalla Creek is reached in the centre of the catchment (see Map 2). The northern ridge is part of the Great Dividing Range whose elevation above sea level is generally between 1500 feet and 1700 feet culminating in Ben Major at 2000 feet. The northern half of the eastern ridge is almost as high with peaks reaching 1700 and 1800 feet but the southern half of this ridge is considerably lower. No definite height figures can be quoted for the western ridge but they are of the same order as the southern half of the eastern ridge, namely 1100 feet to 1200 feet. Towards the mouth of Trawalla Creek is a broad, flat plain over which Yam Holes Creek also flows and the two catchments are poorly defined.

Hill slopes on the ridges and spurs are usually within the range of 10 to 17%. Two extremes of slope are found along the Great Divide; around Ben Major are slopes of 42% and in other parts they are as gentle as 5%. The narrow flats along the tributaries of the main stream have slopes of 1 to 3% whilst the broader flats of Trawalla Creek itself are either flat or have slopes of 1% and less. The distribution of these slope classes is indicated on Map 2.

### **(iii) Soils**

Throughout the survey, solodic soils are the dominant soil group. They are divisible into two sub-groups, namely, red solodics and yellow solodics.

Red solodic soils are associated with the Ordovician hill slopes. They derive their name from the red to reddish-brown clay of the subsoil which underlies a light brown, gravelly, sandy loam. A characteristic feature of these soils is the large amounts of quartz stone in the upper horizons, the stones being particularly noticeable on those profiles exposed along road cuttings. Sometimes red podzolics are found which differ from red solodics in having clay loam horizon between the sandy loam and clay.

Yellow solodics are confined to the alluvial flats along Trawalla Creek and its tributaries. Shades of yellow and brownish-yellow are the overall impressions of colour when looking at the profile and they differ further from the red solodics in being deeper to the subsoil clay, in lacking quartz stones and in having loams and silty loams in the A horizon.

A minor sub-group are brown solodics which closely resemble the yellow solodics in all respects except colour and occur in the same situations.

Skeletal soils occur on the steepest hill slopes beneath Ben Major and on the highest peaks along the eastern ridge. Here shallow loams have developed between pieces of rock.

### **(iv) Native Vegetation**

Associated with the Ordovician hills and red solodic is a mixed dry sclerophyll forest of messmate, red stringybark, narrow-leaf peppermint, long leaf box and apple box. The understorey consists of occasional shrubs of blackwood with native grasses providing a light and often sparse ground cover.

The second eucalypt community is associated with the alluvial flats and yellow solodics, namely, tall woodland dominated by candlebark and also containing yellow ox and narrow-leaf peppermint. Candlebark is also found on the lowermost Ordovician slopes just above the alluvial flats.

## **3. TENURE**

Unlike neighbouring catchments, Trawalla Creek's catchment has a relatively high proportion of Reserved Forest amounting to 18 square miles or 43% of the area. Map 1 shows Ben Major Forest along the Great Divide and Waterloo Forest along much of the eastern ridge. There is also a small unmarked area west of Waterloo along the western ridge.

Freehold areas are not greatly in excess of Reserved Forest and cover 21½ square miles or 51% of the catchment.

The remaining 2½ square miles are held as Crown Land and are located on the western ridge.

## **PART II - LAND USE AND EROSION IN THE CATCHMENT OF TRAWALLA CREEK**

### **1. LAND USE**

#### **(i) Grazing**

The cleared freehold areas are confined to the creek flats and the lower hills flanking Trawalla Creek. All properties graze sheep for wool production. There is no regular cropping programme although the widespread evidence of old "ploughing lands" on the lower slopes and flat strongly suggests that intensive cropping occurred at one time.

Both unimproved and improved pastures are found, the latter being composed of mid-season strains of subterranean clover. There is still considerable room for improvement in the carrying capacity of the pastures. Those paddocks already improved can be brought to a further stage by the use of perennial species such as perennial ryegrass and Phalaris, and in the wetter paddocks on the creek flats by using white and strawberry clovers. The unimproved paddocks, particularly on the hills, are littered with dead timber, both fallen and standing, and inadequately covered by a thin sparse native pasture. Improvement must come to these areas.

There is no cheap or easy method of pasture improvement on the hills. Tree stumps have to be grubbed out or burnt and the abundant supply of quartz stones and rock adds to the difficulty of ploughing or chiselling. On the hill property, the stones and rocks have been laboriously placed into heaps to assist in the establishment of an improved pasture. On the lesser slopes, ploughing is practicable but as the slopes increase, chiselled implements are required.

No information was sought regarding the use of fertilisers. It is assumed superphosphate at least is used on both improved and unimproved pastures. Experimental work by the Department of Agriculture on very similar soils near Beaufort and elsewhere in the Central Highlands Region has indicated the need for molybdenum on those surface soils of pH 5.5 to 6 and molybdenum plus lime where the pH is less than 5.5.

#### **(ii) Hardwood Forestry**

Forests Commission Officers at Beaufort have stated that the eucalypt forests within the catchment are at present of little commercial value beyond supplying firewood and fenceposts, and that pine plantations, if successful, would provide a higher revenue per acre. The forests can only be regarded as protection forests, that is, they provide a protective cover for the soil and native plants and animals and help to supply a steady flow of clear water to the streams.

It should be noted that Trawalla Creek is surrounded on three sides by the forests and that the cleared areas are on the lower hills and creek flats. In fact, Ben Major Forest extends from the Great Divide right down to Trawalla Creek and covers considerable areas of flats and gentle slopes along its southern boundary. The value of these protective forests in surrounding Trawalla Creek is dealt with during the discussion of erosion.

### **(iii) Pine Plantations**

With the aim of raising the productivity of the Reserved Forests, the Forests Commission Offices at Beaufort have considered the possibility of establishing pine plantations. It is considered that only in the southern parts of Ben Major Forest are there sizeable areas of suitable pine sites. Site quality assessment involving a study of the soils and topography has yet to be done. It is these areas that offer the best prospects for development as sheep farms and which have attracted the attention of the Shire of Lexton.

One of the conclusions of this survey is that the forests should be retained as either hardwood or softwood areas rather than allowing further clearing.

## **2. EROSION**

As far as the actual stream channels are concerned. Trawalla Creek and its tributaries give little cause for concern in their present condition. It is true that some of the drainage lines, even within the forests, are entrenched in vertical walls of bar soil and Trawalla Creek is similarly placed in numerous places. However, the sides of the channels are usually no more than two feet high and show little evidence of active bank erosion.

Gullying is uncommon, only three gullies were seen in the entire catchment, and sheet erosion on both cleared and forested slopes has not advanced to serious proportions.

Catchment salting is the commonest form of erosion but even so is not serious, although it does give a clear warning of what would happen if, by further forest clearing, it was encouraged to spread rapidly. Numerous salt patches were seen in the cleared farming areas at the bases of small hillside catchments and some of the low-level land bordering Trawalla Creek between Chute and Waterloo Swamp is also salted. However, none of the individual salted areas are extensive; they are usually between two and four square chains in area and are all of the wet pan type, that is, they are moist and covered with salt-tolerant species such as buckshot plantain. For reasons unknown, some of the cleared hillsides do not have salt patches below. No evidence of incipient salting was seen inside the forests.

Catchments with closely similar environments adjoin Trawalla Creek's catchment and the opportunity was taken to compare the erosion status one with the other. Tow the west, around Raglan, a number of sub-catchments feeding into Fiery Creek are badly salted. Here the salt patches are more extensive and many have advanced to the hardpan stage in which a hard, salty crust has formed and all vegetation has been killed. Catchments east of Trawalla Creek are in a similar condition, notably Burn Bank Creek flowing towards Lexton.

Thus, erosion in Trawalla Creek's catchment is not serious and compares favourably with the condition of surrounding catchments. A suggested reason for this situation is the presence of timbered slopes in the Reserved Forests and unoccupied Crown Land which surround Trawalla Creek to its east, north and west. Clearing has been more extensive in the neighbouring catchments.

### **PART III - MT. EMU CREEK AND WATER SUPPLY**

Water supply and quality of stream water is the concern of this part of the report and attention must be extended beyond the boundaries of the catchment to Trawalla Creek to Mt. Emu Creek into which Trawalla Creek flows (see Map 3). Mt. Emu Creek is used as a source of stock and domestic water by the properties through which it flows. Does Trawalla Creek have any influence on this source of water and if so, what is its nature and extent? The following summary of information was obtained during discussions with officers of the State Rivers and Water Supply Commission who can supply further details.

To introduce the subject of quality of stream water, information relating to Woody Yallock River must be presented. The catchment to Woody Yallock River covers 450 square miles and adjoins the catchment to Mt. Emu Creek on the east (see Map 3). The headwaters of Woody Yallock River and its upper tributaries rise in and flow through Ordovician sedimentary hill country which is very similar to the hills of Trawalla Creek's catchment. However, the rainfall received is less; the yearly average ranges from 20 inches down to 24 inches. Woody Yallock River then leaves the hills and flows across a basalt plain before emptying into Lake Corangamite downstream of Cressy.

A study has been made of the quality of the water in the river by taking samples at the gauging station at Cressy and analysing them for their levels of salinity. High and low levels of salinity determine the quality of the water for stock and domestic purposes. The conclusions drawn from this study are of particular interest to this report are as follows.

Taken on the long term, say a yearly basis, the waters of Woody Yallock River are of comparatively high salinity although daily and seasonal figures do vary from high to low levels. The waters are generally less saline during winter than during summer. It is believed that the waters of high salinity drain into the river from the basalt plain whilst those of low salinity come from Ordovician hills. That is, the salty water derives from the basalt and the fresh water from the sedimentary hills. Furthermore, a simple relationship, applying to this catchment and probably to others like it, appears to exist between the salinity of the river waters and the geology of the catchment. That is, the proportion of Ordovician sediments to basalt gives a guide to the quality (salinity or freshness) of the river water. Basalt covers 53% of the catchment to Woody Yallock River and Ordovician sediments 47%.

It is considered to be a reasonable extrapolation to apply these findings to Mt. Emu Creek and its catchment. Mt. Emu Creek rises in gently undulating basalt country along the Great Divide east of Trawalla Creek. It then flows south across the basalt plain of the Western District for many miles and finally joins with Hopkins River near Cudjee, north-east of Warrnambool. The catchment covers 1200 square miles and its average annual rainfall varies from 30 inches along its northern boundary down to 22 inches at Pura Pura in the central part and then rises to 28 inches in the south at Garvoc.

Mt. Emu Creek flows across basalt throughout its entire length and its catchment has a far greater area of basalt than the catchment to Woody Yallock River. Basalt covers 85% of the catchment and Ordovician sediments on 15%. It is to be expected therefore that the salinity levels of its waters are high and certainly higher than the waters of Woody Yallock River. A few sport analyses agree with this conclusion. It may be that during the dry months of the year and for a longer period in dry years, the water in the creek is too salty for stock and certainly for domestic use. Definite information from landholders is required on this point. In any event, it is very undesirable to run the risk of raising the salinity of the creek waters and land use in the catchment should be undertaken with this point in mind.

#### **PART IV - RELATIONSHIP OF TRAWALLA CREEK TO MT. EMU CREEK**

Having discussed some of the characteristics of Mt. Emu Creek and its catchment it now remains to consider the contribution made by Trawalla Creek and to highlight the probable effects on that contribution of present and future systems of land use within the catchment.

The contribution made by Trawalla Creek includes both the quantity of water and its quality. Officers of the State Rivers and Water Supply Commission have summed up what they believe to be the situation by saying that the quality of water from Trawalla Creek is of greater importance to Mt. Emu Creek than the quantity.

Gaugings of the discharge of Trawalla Creek have not been made and so only estimates can be given. These give an approximate figure of 9000 acre feet for the average annual flow which is 17% of the average annual flow of Mt. Emu Creek as measured at Skipton. This figure would be much smaller if the flow at downstream places like Garvoc and Panmure was considered. The important point here is that Trawalla Creek drains the area of highest rainfall within Mt. Emu Creek's catchment.

There is only about 15% of Ordovician sedimentary country in the catchment of Mt. Emu Creek and Trawalla Creek's catchment is entirely within this area. In fact its catchment is the largest of those tributaries draining the Ordovician hills. Trawalla Creek thus contributes most of the good quality water that enters Mt. Emu Creek and diminution of this quality will increase the salinity of Mt. Emu Creek. Does the manner of utilising the catchment have any effect on the quality as well as the quantity of water in Trawalla Creek?

In some areas of Victoria there is little doubt that catchment salting contributes saline water to the main stream via its tributaries. This problem is of present concern to the Soil Conservation Authority and State Rivers and Water Supply Commission in the Glenelg River Catchment where increasing levels of salinity in the river are thought to originate from many salted areas in properties on the Dundas Tableland. It has been necessary to flush the river by releasing additional water from Rocklands Reservoir. Koonongwootong Reservoir near Coleraine has rising levels of salinity from similar sources.

This consideration must not be forgotten when thinking of Trawalla Creek. It has been stated earlier in the report that erosion in general and salting in particular are not serious and that one contributing factor to this situation could well be the high proportion of forested land surrounding the creek. Catchment salting should not be allowed to increase otherwise the fresh water flowing into Mt. Emu Creek would be replaced by water of increasing salinity and Mt. Emu Creek would lose its main supply of fresh water. Disallowing any expansion of the cleared areas will achieve this objective. Thus the question of land use in the catchment itself and the landholders within it but also affects the livelihood of landholders downstream along Mt. Emu Creek.

## **PART V - CONCLUSIONS**

The main conclusion arising from the survey is that the policy of future land use in the catchment of Trawalla Creek should be towards the maintenance of a tree cover over the present forested areas rather than allowing further areas to be alienated and cleared for sheep grazing. Therefore, the Forests Commission should not be expected to excise portions of their Reserved Forests and the uncleared Crown Lands should not be leased to applicants. Also, the owners of the uncleared freehold areas should not be allowed the right to clear such areas indiscriminately. If they cannot be persuaded to retain the forest cover, then supervision of clearing operations to ensure an adequate retention of trees should be exercised.

If a greater productivity and revenue from the forests is desired, then the Forests Commission could well investigate the likely success of pine plantations. It should be pointed out, however, that pine plantations and the present eucalypt forests may not use equivalent amounts of soil water and it should not be assumed that they do. If pines use less water than eucalypts the replacement of the forests with plantations would result in greater volumes of sub-surface water moving downslope and a subsequent increase in the salted areas. What we can be sure of is that such an increase, if it did happen, would be far less severe than the increase due to a replacement of the eucalypt forests with shallow-rooted pastures.

## **PART VI - RECOMMENDATIONS**

The following recommendations are presented to the Soil Conservation Authority for its consideration:

1. The catchment to Trawalla Creek should be proclaimed under the provisions of the *Soil Conservation and Land Utilization Act*.
2. The policy of future land use in the catchment to Trawalla Creek should be towards the maintenance of a tree cover over the present forested areas rather than allowing further areas to be alienated and cleared for sheep grazing.
3. In pursuance of the above recommendation and in view of the low productivity and revenue arising from the present eucalypt forests, the Forests Commission should be asked to investigate the suitability of the Reserved Forests for pine plantations as an alternative tree cover to the present eucalypt forests.

(G. T. Sibley)  
Research Officer

## APPENDIX I

In order to place this survey within the Soil Conservation Authority's programme of State-wide surveys, the Trawalla Creek Catchment has been divided into three land units using geological differences as the main criterion (see Map 4).

### *Beaufort Land Unit*

Beaufort land unit comprises the hills of Ordovician sediments. Because of this it can be linked with the Grampians Survey and placed within the Ararat land system. The important feature that distinguishes it from the other land units within Ararat land system is its climate (higher rainfall) and this in turn creates concomitant differences in native vegetation and introduced pastures.

#### 1. Climate

The climate data now given applies to all three land units and has been taken from the Resources Survey of the Central Highlands Region (Central Planning Authority).

##### (i) Rainfall

The average yearly and monthly rainfall figures for Beaufort and Trawalla are listed with also the percentage probability of Trawalla receiving the monthly averages.

**Table 1**

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct6.	Nov.	Dec.	Year
Trawalla	145	145	171	223	242	264	235	270	274	246	207	193	2615*
	39%	38	38	47	45	53	42	44	44	44	44	40	
Beaufort	167	188	174	232	224	260	286	289	253	273	228	213	2787*

\* Points

These figures show a maximum precipitation in winter and early spring with average monthly falls of 2½ inches. The driest months, January and February, each receive 1½ to 1¾ inches. However, Trawalla's rain is not very reliable because all months except June can expect to receive their monthly average less than once very two years.

##### (ii) Effective Rain and Length of Growing Season

The percentage chances of receiving rainfall equal to or greater than the effective amount for Trawalla are listed in Table 2.

**Table 2**

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
19%	33	45	79	95	98	98	98	98	88	57	46

The Commonwealth Bureau of Meteorology makes the assumption that the 50% chance approximates to the beginning and end of the growing season. On this basis, the growing season at Trawalla commences in late March or early April and finishes late November or early December. Isochrones (lines of equal dates of commencing and finishing the growing season) published by the Bureau confirm this assessment by giving 21<sup>st</sup> March and 1<sup>st</sup> December for Trawalla.

## 2. Geology and Topography

These features have received adequate treatment in the body of the report.

## 3. Soils

A short verbal description of red sodolics found on the Ordovician sediments has been given earlier and a profile description is now listed.

A1	0 - 1½"	Dark brown (10YR 3/3 moist) loam; apedal breaking to sub-angular blocky; friable; quartz and mudstone gravel present.
A2	1½ - 9"	Reddish brown (5YR 5/4 moist) gritty, gravelly; fine sandy loam with considerable amounts of quartz and mudstone gravel and small stones.
B1	9A+	Red (2.5YR 5/6) clay; mod. med. And fine, sub-angular blocky; soft; scattered with quartz pieces.

Between the hills are narrow drainage lines which gradually join to form the tributary streams flowing into Trawalla Creek. In the drainage lines are the yellow solodics briefly described in Part 1 of the report. A profile description is given in Waterloo land unit.

The skeletal soils on the steepest slopes beneath Ben Major are stony loams. Here is a typical profile on a 21% slope.

0 - 3"	Dark brown (10YR 2/2 to 3/3 moist) loam; and fine angular blocky; friable.
3 - 10"	Light brown (10YR 5/4 moist) loam; mod. fine angular blocky; friable.
10" rock	Large pieces of shale litter the ground and are throughout the soil.

## 4. Vegetation

The eucalypt species occurring in the dry sclerophyll forests have already been named but here their scientific names are also given. They are messmate (*E. obliqua*), red stringybark (*E. macrorhyncha*), narrow-leaf peppermint (*E. radiata*), long leaf box (*E. elaeophora*) and apple box (*E. aromaphloia*).

Similarly the tall woodlands in the drainage lines consist of candlebark (*E. rubida*), yellow box (*E. melliodora*) and narrow-leaf peppermint.

The environmental and land use features of Beaufort land unit are illustrated and summarised in the accompanying land unit diagram.

## ***Waterloo Land Unit***

The alluvial flats of Trawalla Creek and its larger tributaries are grouped into Waterloo land unit.

### **1. Climate**

A description of the climate has been given in the previous land unit.

It should be added that the data contained therein is a general statement and of necessity cannot take into account local variation in micro-climates arising from variations in topography. Thus the hillslopes in Beaufort land unit are drier sites with a shorter growing season compared to the general statement whilst the alluvial flats of Waterloo land unit are wetter sites with a longer growing season.

### **2. Geology and Topography**

These features have been described in Part 1 of the report.

### **3. Soils**

A typical profile of yellow solodic soils found throughout the land unit is as follows.

A1	0 - 5"	Dark greyish brown (10YR 4/2 moist) loam; strong, fine, subangular blocky; friable.
A2	5 - 18½"	Off-white (10YR 7/3 dry) with streaks of yellowish-brown (10YR dry) loam; apedal breaking to angular blocky; slightly hard.
B1	18½ - 24"	Mottles of yellowish-brown (10YR 5/4 dry) and pale yellowish-brown (10YR 6/3 dry) light clay; weak, fine, sub-angular blocky; slightly hard.
B2	24"+	Greyish-brown (10YR 5/3 dry) clay; weak, fine, sub-angular blocky; slightly hard.

Occasionally brown solodic soils are found which are very similar in all respects except colour.

### **4. Vegetation**

On the broader flats of Trawalla Creek there was, before settlement, a tall woodland of almost pure candlebark. On the flats of the tributaries candlebark is associated with yellow box and narrow-leaf peppermint.

The environmental and land use features of Waterloo land unit are illustrated and summarised in the accompanying land unit diagram.

Along the north-eastern boundary of the catchment is a small area of granite rising to a peak known as Granite Hill. This constitutes the third land unit within the catchment but no study of it has been attempted.

## **APPENDIX II - LAND USE CLASSES**

The land use classes used by the Soil Conservation Authority are another means of describing areas of land to the reader in addition to their main purpose of implementing the best systems of agriculture. The following are the land use classes commonly found in the cleared freehold areas in the catchment.

### **Classes 2a and 3**

These classes are bulked to include the broad alluvial flats of Trawalla Creek where the land is either flat or has slopes of 1% or less.

Class 3 refers to low-level flats flanking the creek along parts of its course where it is too wet in most years to contemplate cropping but where sheep have little difficulty in grazing. The definition of the class is "land suitable for grazing without the need for erosion control measures".

Class 2a refers to those areas of the creek flats that are at a slightly higher elevation and may or may not have a slight gradient and where the soil is dry enough in most years to crop if the farmer so desires. Its definition is "land suitable for cropping but in need of erosion control measures. No mechanical works are needed but broad rotations and/or special cultivation practices are required".

### **Class 2b**

This class includes the narrow alluvial flats along the tributaries of Trawalla Creek. The flats have gradients of 1 to 3% and it is here that the three gullies in the catchment have developed. Also included in this class are the restricted areas of gently sloping Ordovician country found at some places between the hills and creek flats. The definition of the class is "land suitable for cropping but in need of erosion control measures, namely, the contour principle involving contour cultivation alone or together with closed banks or graded banks and waterways".

### **Class 4**

The cleared hills used for grazing have been designated as Class 4 although there may be small areas of Class 5 on some of the steepest slopes. Gradients are generally between 10 and 17% and the lesser slopes can be thought of as Class 4a whilst the steeper slopes fit into Class 4b.

Class 4a is defined as "land suitable for grazing but in need of erosion control measures. It can be ploughed for pasture improvement and can be contour banked, furrowed or ripped".

Class 4b is defined as "land suitable for grazing but in need of erosion control measures. It cannot be ploughed but can be surfaced worked for pasture improvement and can be contour furrowed or ripped".

Class 5 is defined as "land suitable for strictly controlled grazing where no mechanical erosion control measures can be undertaken and a vegetative cover must be carefully maintained".

Most salt patches in the catchment are found at the break of slope between Classes 4a and 2b, Classes 4a and 2a and between Classes 2b and 2a.

[Extract from the *Victoria Government Gazette*, No, 85, dated 16<sup>th</sup> October, 1963]

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*Soil Conservation and Land Utilization Act 1958.*  
TRAWALLA CREEK WATER SUPPLY CATCHMENT

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**PROCLAMATION**

By his excellency, the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

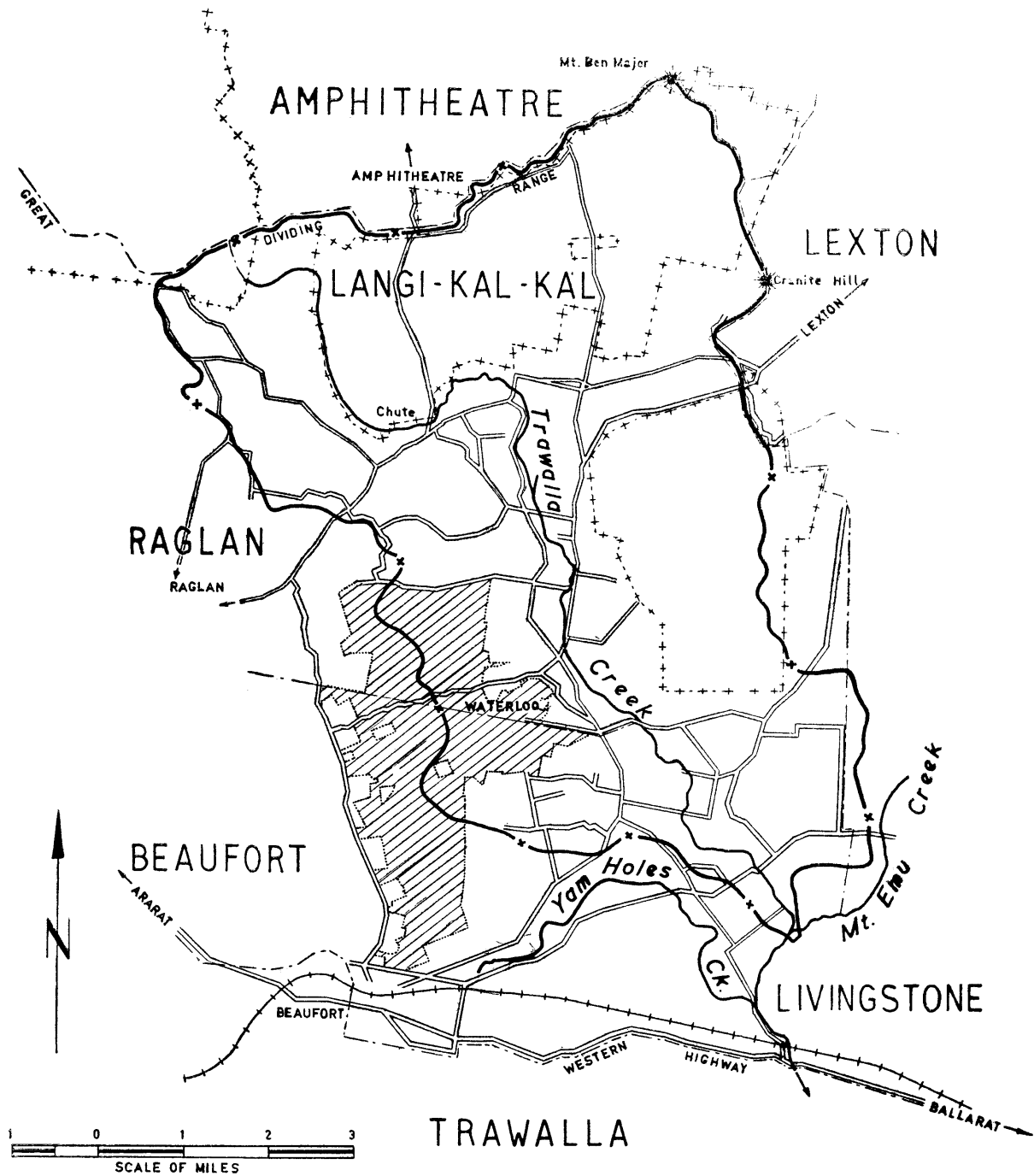
**I**, THE Governor of the State of Victoria, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State and in pursuance of the provisions contained in section 22 of the Soil Conservation and Land Utilization Act 1958, do by this Proclamation define the water supply catchment area to be known as the Trawalla Creek Water Supply Catchment.

The catchment is all that land included within the following boundary:-

Commencing at the junction of Trawalla and Mount Emu Creek, which is the junction of the Parishes of Livingstone, Beaufort and Langi-kal-kal, and following the watershed of Trawalla Creek through the Parishes of Beaufort and Raglan to the Great Dividing Range; thence following the said watershed along the Great Dividing Range which forms part of the common boundaries of the Parishes of Amphitheatre and Raglan, and Amphitheatre and Langi-kal-kal, to where the said watershed leaves the Great Dividing Range; thence following the said watershed along the common boundary of the Parishes of Lexton and Langi-kal-kal, then through the Parishes of Langi-kal-kal, Livingstone and Langi-kal-kal again, to the point of commencement.

This area is more particularly defined on plan no. 1264 hereunder, the original of which is lodged at the Head Office of the Soil Conservation Authority, 378 Cotham Road, Kew. E.4.

The use of land within this catchment is subject to determination by the Soil Conservation Authority acting under the provisions of section 23 (1) of the *Soil Conservation and Land Utilization Act 1958* (No. 6372).



Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this eighth day of October, in the year of our Lord One thousand nine hundred and sixty-three, and in the twelfth year of the reign of Her Majesty Queens Elizabeth II.

(L.S.)

ROHAN DELACOMBE

By His Excellency's Command,  
KEITH TURNBULL,  
Minister for Conservation

GOD SAVE THE QUEEN!

By Authority: A. C. Brooks, Government Printer, Melbourne

# Property Clearance Certificate

## Land Tax



INFOTRACK / NWF LAWYERS PTY LTD ATF THE NWF LAWYERS UNIT TRUST

<b>Your Reference:</b>	241158
<b>Certificate No:</b>	98481404
<b>Issue Date:</b>	01 APR 2026
<b>Enquiries:</b>	MXS26

**Land Address:** 20 REEF GULLY LANE WATERLOO VIC 3373

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51087502			3537	236	\$0.00

**Vendor:** ASHLEY MCERVALE  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ASHLEY JOHN MCERVALE	2026	\$275,914	\$0.00	\$0.00

**Comments:** Property is exempt: LTX primary production land.

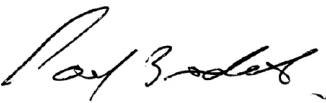
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$0
SITE VALUE (SV):	\$275,914
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Land Tax

**Certificate No:** 98481404

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$275,914

Calculated as \$975 plus ( \$275,914 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**



Biller Code: 5249  
Ref: 98481404

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 98481404

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / NWF LAWYERS PTY LTD ATF THE NWF LAWYERS UNIT TRUS

**Your Reference:** 241158

**Certificate No:** 98481404

**Issue Date:** 01 APR 2026

**Enquires:** MXS26

**Land Address:** 20 REEF GULLY LANE WATERLOO VIC 3373

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51087502			3537	236	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
530	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$0
<b>SITE VALUE:</b>	\$275,914
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 98481404

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / NWF LAWYERS PTY LTD ATF THE NWF LAWYERS UNIT TRUST

<b>Your Reference:</b>	241158
<b>Certificate No:</b>	98481404
<b>Issue Date:</b>	01 APR 2026

**Land Address:** 20 REEF GULLY LANE WATERLOO VIC 3373

Lot	Plan	Volume	Folio
		3537	236

**Vendor:** ASHLEY MCERVALE  
**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**  
\$0.00

**Paul Broderick**  
 Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 98481404

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 98481401</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 98481401</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

NWF Lawyers Pty Ltd ATF The NWF Lawyers Unit Trust C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 923

NO PROPOSALS. As at the 16th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

20 REEF GULLY LANE, WATERLOO 3373  
SHIRE OF PYRENEES

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: 16th February 2026

**[Vicroads Certificate] # 79659185 - 79659185144546 '923'**



# HISTORIC MINING ACTIVITY Form No. 692

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01 April, 2026

**Property Information:**

Address: 20 REEF GULLY LANE WATERLOO 3373

**It is advised that:**

Our records indicate that there may have been mining activity on this site and that there may be evidence of that activity remaining on this site. This evidence may include mine openings. (1)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.

The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Energy, Environment and Climate Action  
E-mail: [gsv\\_info@deeca.vic.gov.au](mailto:gsv_info@deeca.vic.gov.au)

# PROPERTY REPORT

Created at 01 April 2026 01:48 PM

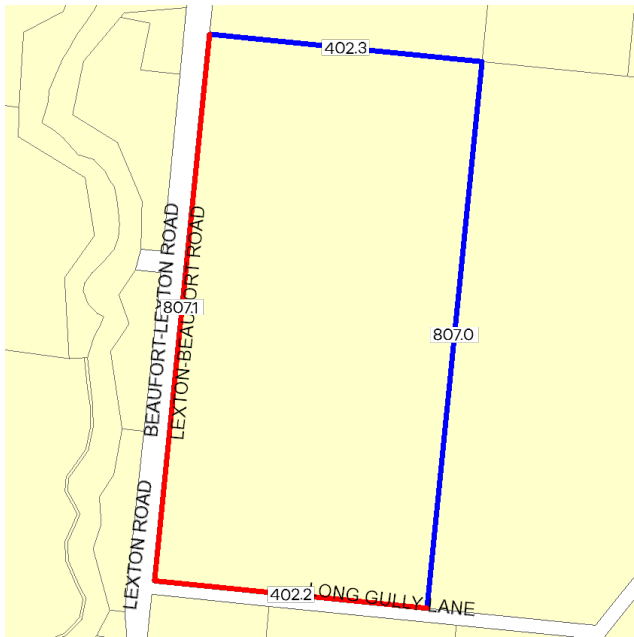
## PROPERTY DETAILS

Crown Description: **Allot. 10 Sec. C PARISH OF LANGI-KAL-KAL**  
 Address: **20 REEF GULLY LANE WATERLOO 3373**  
 Standard Parcel Identifier (SPI): **10-C\PP2965**  
 Local Government Area (Council): **PYRENEES**  
 Council Property Number: **405020020 (Part)**  
 Directory Reference: **Vicroads 57 H7**

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

## SITE DIMENSIONS

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



**Area:** 324619 sq. m (32.46 ha)

**Perimeter:** 2419 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](#)

## PARCEL DETAILS

This is 1 parcel of 3 parcels comprising this property. The parcel searched for is marked with an \* in the table below

Lot/Plan or Crown Description	SPI
PARISH OF LANGI-KAL-KAL	
Allot. 9 Sec. C	9-C\PP2965
Allot. 9A Sec. C	9A-C\PP2965
* Allot. 10 Sec. C	10-C\PP2965

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Central Highlands Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **RIPON**

# PROPERTY REPORT

## 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.

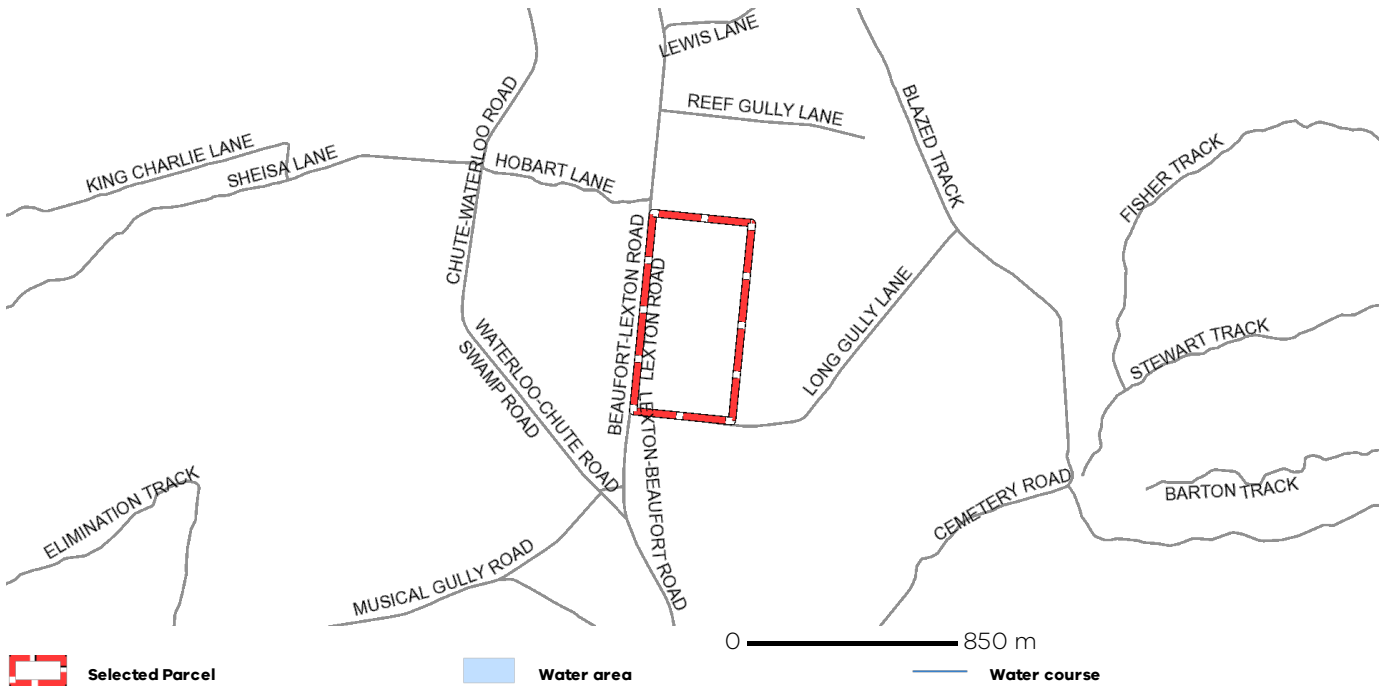
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 April 2026 01:48 PM

## PROPERTY DETAILS

Crown Description: **Allot. 10 Sec. C PARISH OF LANGI-KAL-KAL**

Address: **20 REEF GULLY LANE WATERLOO 3373**

Standard Parcel Identifier (SPI): **10-C\PP2965**

Local Government Area (Council): **PYRENEES** [www.pyrenees.vic.gov.au](http://www.pyrenees.vic.gov.au)

Council Property Number: **405020020 (Part)**

Planning Scheme: **Pyrenees** [Planning Scheme - Pyrenees](#)

Directory Reference: **Vicroads 57 H7**

This parcel is one of 3 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Central Highlands Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **RIPON**

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

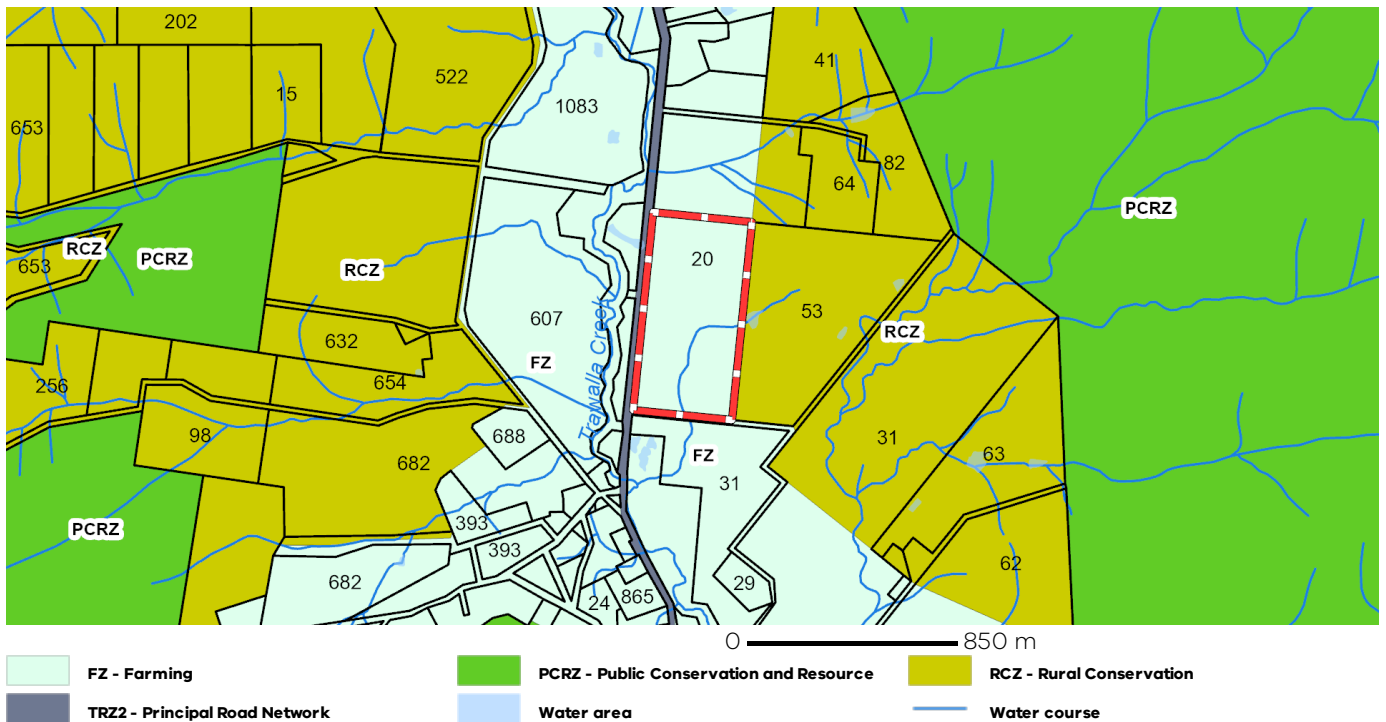
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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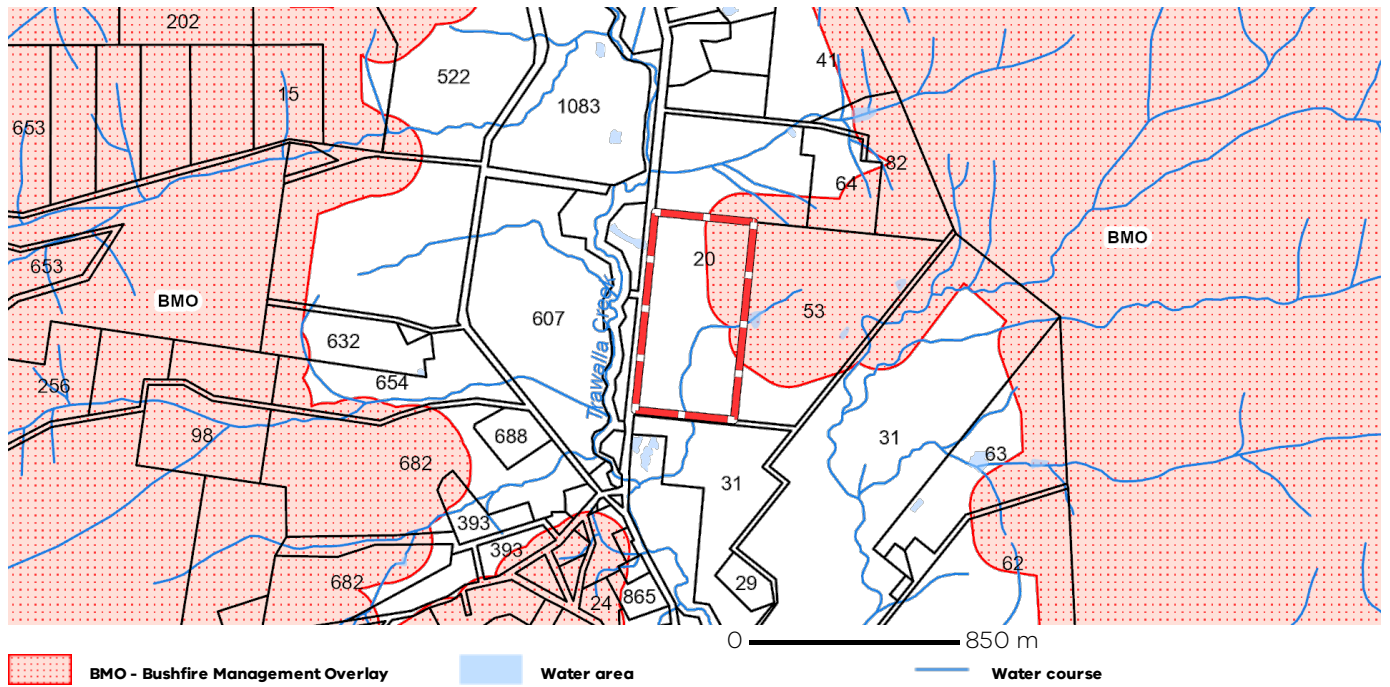
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlays

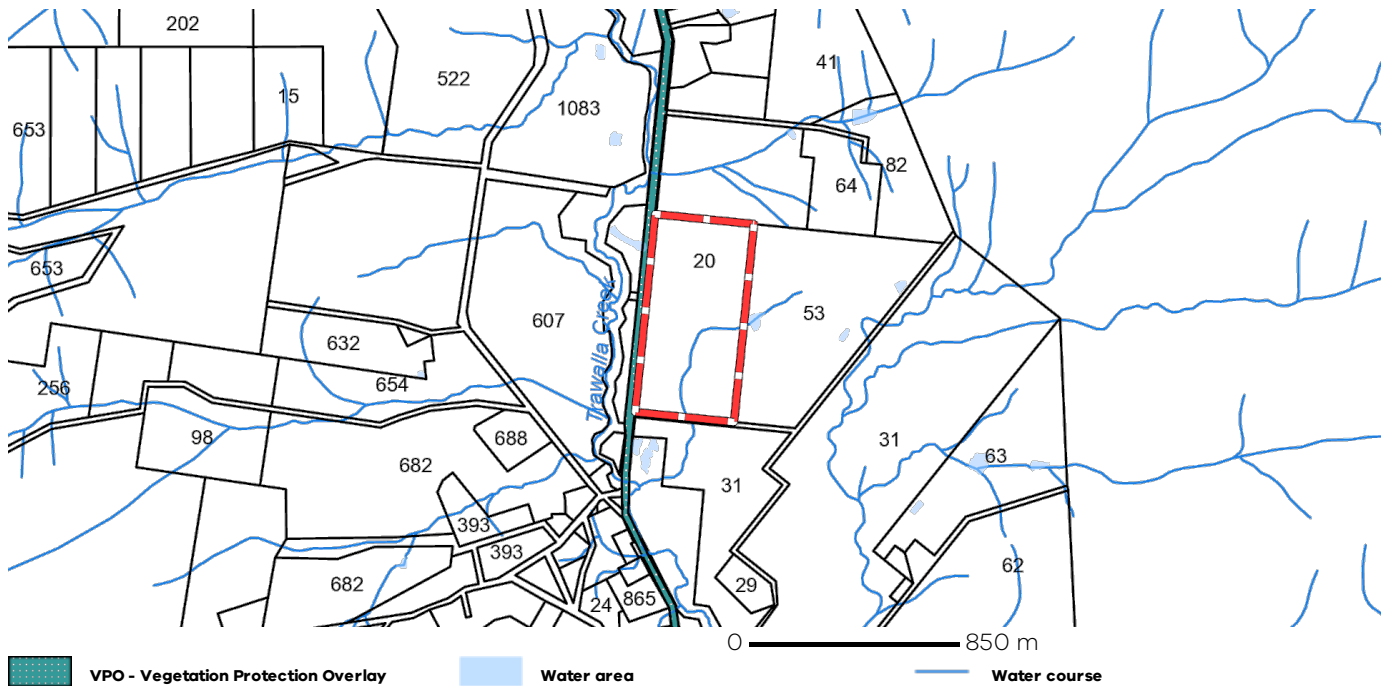
### BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

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Read the full disclaimer at <https://www.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

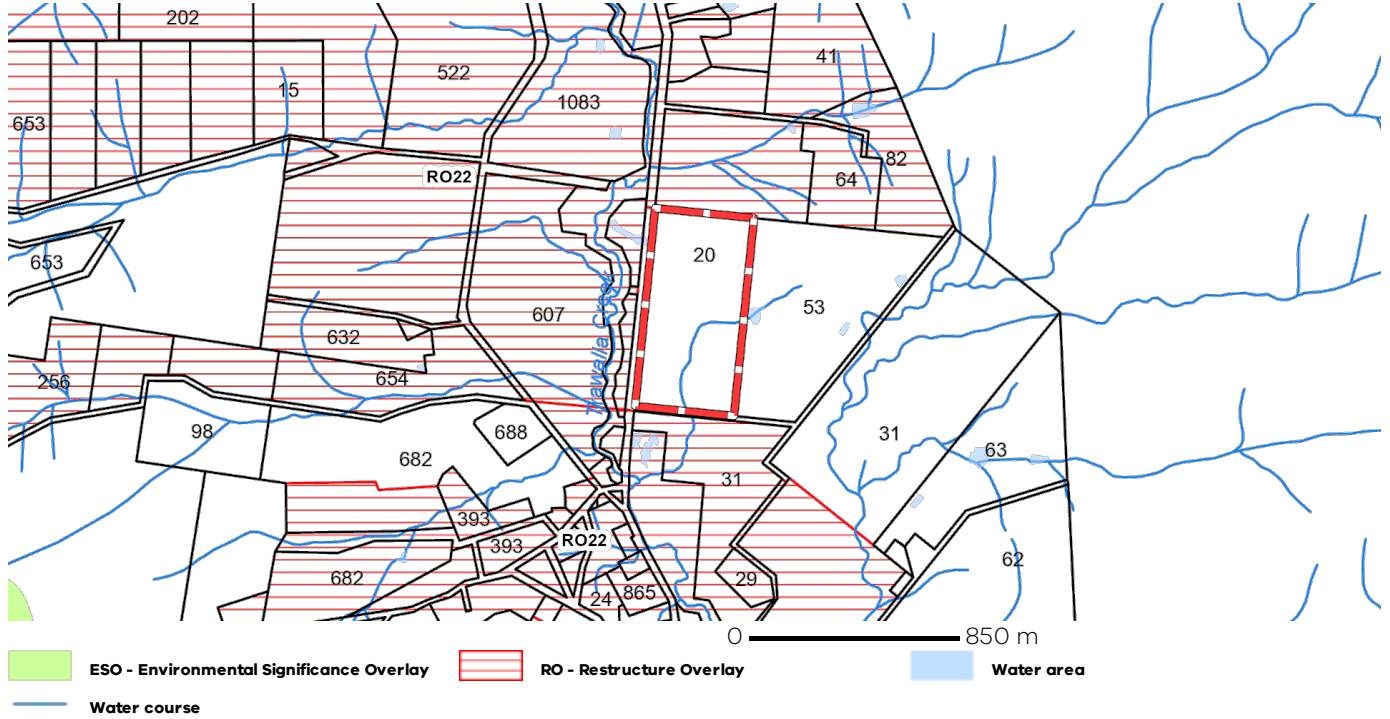
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

RESTRUCTURE OVERLAY (RO)



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

# PLANNING PROPERTY REPORT

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

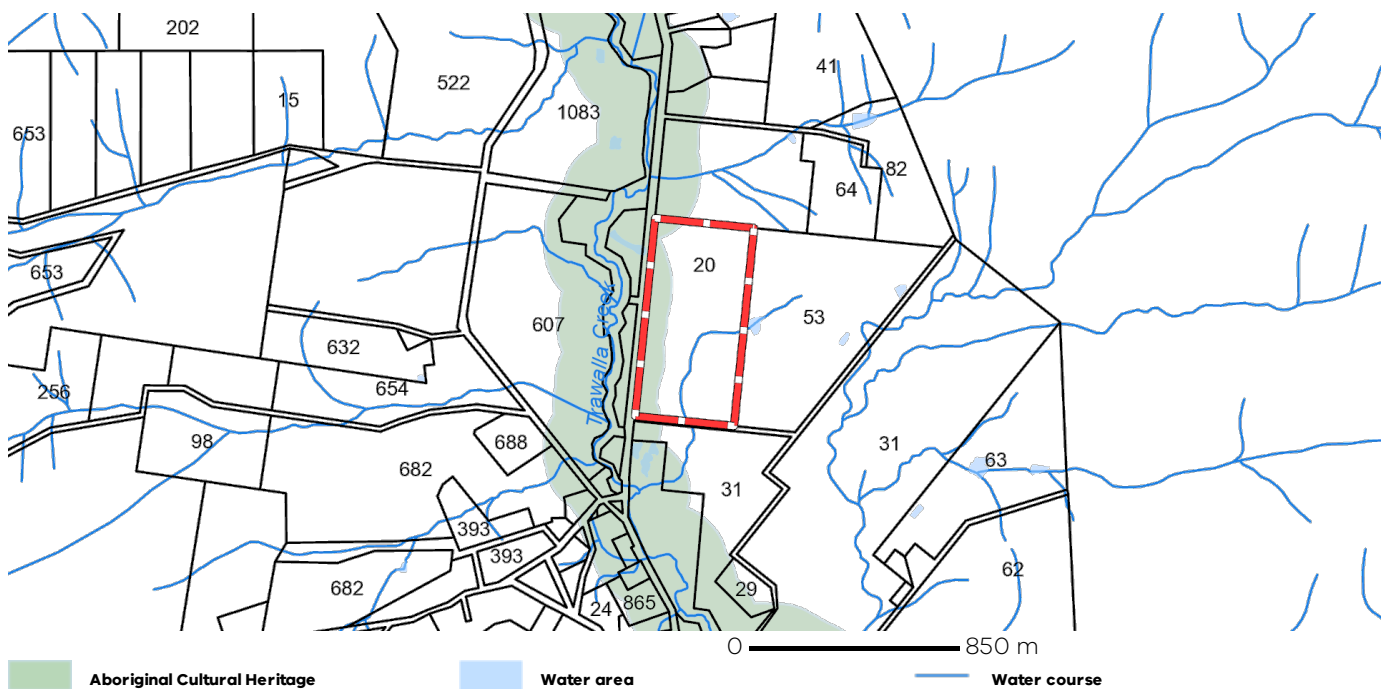
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



# PLANNING PROPERTY REPORT



## Further Planning Information

Planning scheme data last updated on 31 March 2026.

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

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

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

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

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

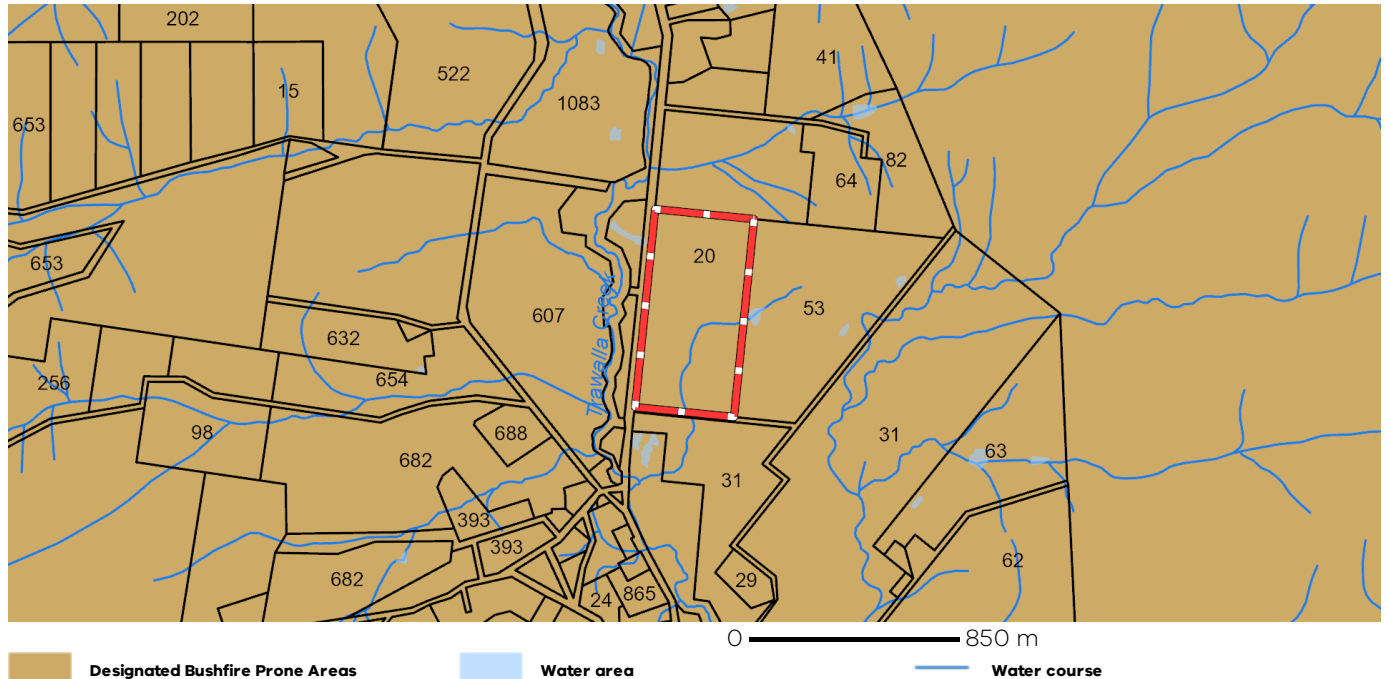
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

**This parcel 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

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Read the full disclaimer at <https://www.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).