
Contract of Sale of Land

Property address: 455 Danedite Road, Weerite, Victoria 3260 and Danedite Road,
Weerite, Victoria 3260

Vendor: David Raymond Lucas and Glenda Mary Lucas as Trustees for the D M
& G M Lucas Superfund

Purchaser:

Prepared by
Glaister Legal

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Ref: HJG:GL-26-0591

Contract of Sale of Land 2026 edition

Part 1

Property address: 455 Danedite Road, Weerite, Victoria 3260 and Danedite Road, Weerite, Victoria 3260

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way 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.

Exceptions

The 3-day cooling-off period does not apply if:

- **you bought the property at or within 3 clear business days before or after a publicly advertised auction; 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 have 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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

SIGNING THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a complete copy of the contract including the Particulars of Sale, Special Conditions (if any), and the General Conditions.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On

,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On

David Raymond Lucas and Glenda Mary

Lucas as Trustees for the D M & G M

Lucas Superfund

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name	HF Richardson Livestock & Property Pty Ltd	Phone	(03) 5229 8017	Fax	
Address	5 Retreat Road, Newtown, VIC 3220	Email			

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	David Raymond Lucas and Glenda Mary Lucas as Trustees for the D M & G M Lucas Superfund	Name	Glaister Legal		
		Address	C2 Level 1, 4 Main Street, Point Cook VIC 3030 PO Box 7260, Point Cook VIC 3030		
Address	455 Danedite Road, Weerite, VIC 3260 and 455 Danedite Road, Weerite, VIC 3260	Contact	Hayden John William Joseph Glaister		
		Email	hglaister@glaisterlegal.com.au		
ACN/ABN		Phone	03 9052 5101	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below.

Certificate of Title reference		being lot	on plan
Volume 9478	Folio 182	CA 2 Section B	Parish of Purrumbete North
Volume 9726	Folio 637	2	206603M

If no title or plan references appear in the table above, the land is as described in the section 32 statement, or the register search statement and the diagram location document 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:

455 Danedite Road, Weerite, Victoria 3260 and Danedite Road, Weerite, Victoria 3260

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☐ ~~Listed in attached schedule.~~

OR

☒ Listed as follows:

If applicable: All fixed floor coverings, electric light fittings and window furnishings.

PAYMENT

General condition 11

Price:

Plus GST: Nil

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By / /2026 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐

See general condition 15(f) and (g)

GST payable

General condition 13

☒ **No**, because:

☐ **Yes**, because:

☐ Vendor not registered or required to be registered

☐ Purchaser entitled to input tax credit

☐ Existing residential premises

☐ Purchaser **NOT** entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Margin scheme applies

☐ Going concern

☐ Mixed supply

☒ Farmland used for farming business or sale of subdivided farmland to an associate

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor ☐ Yes ☒ No

Withholding required by purchaser ☐ Yes ☐ No

No withholding for residential premises because:

- ☐ Vendor not registered or required to be registered
- ☒ The premises are not new
- ☐ The premises were created by substantial renovation
- ☐ The premises are commercial residential premises

No withholding for potential residential land because:

- ☐ Vendor not registered or required to be registered
- ☐ The land includes a building used for commercial purposes
- ☐ The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Settlement is due on / /2026 being 30/60 days from the Day of Sale.

~~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; or~~
- ~~☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

~~The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.~~

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- ☒ Entitled to vacant possession.

OR

- ~~☐ Subject to a lease, particulars of which are:~~

- ~~☐ Attached; or~~
- ~~☐ As follows:~~

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- ☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within from the contract date (approval period).

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

~~This contract is subject to:~~

☐ ~~Building report. Provider:-~~

☐ ~~Pest report. Provider:-~~

SPECIAL CONDITIONS

☒ Yes ☐ No

1. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- a) As a result of their own enquiries and inspection and are not relying upon any representation made by the vendor or any other person on the vendor's behalf;
- b) In its present condition and state of repair;
- c) Subject to all defects latent and patent;
- d) Subject to any infestations and dilapidation;
- e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act 1989 or any Ordinance under that Act in respect of any building on the land.

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

Contract of Sale of Land 2026 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but **that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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1. Encumbrances

- (a) The purchaser buys the property subject to any:
- (i) encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) reservations in the crown grant; and
 - (iii) lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition section 32 statement means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) is under no legal disability; and
 - (iii) is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) will at settlement be the holder of an unencumbered estate in fee simple in the land;
 - (vi) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) public rights of way over the land;
 - (ii) easements over the land;
 - (iii) any lease or other possessory agreement affecting the land;
 - (iv) any notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (i) 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
 - (ii) 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
 - (iii) domestic building work was carried out in accordance with all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

Prior to settlement, the vendor agrees to provide details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes, then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) the purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) the vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - (A) the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - (B) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - (C) the vendor has the right to apply to the Supreme Court for an order

permitting the vendor to rescind the contract; and

- (D) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes, then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) the purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - (A) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (B) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- (C) ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) to the vendor's licensed estate agent; or
 - (ii) if there is no estate agent:
 - (A) to the vendor's legal practitioner or conveyancer; or
 - (B) 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) must not exceed 10% of the price; and
 - (ii) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by them on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
 - (i) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) in cash; or
 - (ii) by cheque drawn on an authorised deposit taking institution; or
 - (iii) at the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) if the parties agree, by electronically transferring the payment in the form of

cleared funds, and the purchaser must provide evidence to the vendor, or the vendor's legal practitioner or conveyancer, that the electronic transfer has taken place.

- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract, authorised deposit-taking institution means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title; and
 - (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if going concern is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if farmland used for farming business or sale of subdivided farmland to an associate is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if mixed supply is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding – Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act.

 - (i) **Vendor's notice**
 - (A) If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - (B) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
 - (ii) **Amount to be withheld by the purchaser**
 - (A) Where the margin scheme applies, 7% of the purchase price; otherwise
 - (B) 1/11th of the consideration inclusive of GST, which may include non-cash consideration.

(iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) **Purchaser to remit withheld amount**

(A) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise

(B) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) **Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

(a) 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 within the approval period or any later date in accordance with this condition.

(b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval, an extension request, and the vendor may either:

- (i) grant the extension request; or
- (ii) advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

- (iii) end the contract; or
- (iv) advise the vendor that the purchaser no longer relies on this condition.

(c) If the vendor fails to respond to the extension request within 2 clear business days the

purchaser may, within a period of 2 clear business days, either:

- (i) end the contract; or
- (ii) advise the vendor that the purchaser no longer relies on this condition.

(d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:

- (i) applied for the loan; and
- (ii) did everything reasonably required to obtain approval of the loan; and
- (iii) provides written proof to the vendor that the loan was not approved; and
- (iv) serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) is not in default under any other condition of this contract when the notice is given.

(e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining:

- (i) a building report prepared in compliance with Australian Standard AS 4349.1-2007; and/or
- (ii) a pest report prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia,

satisfactory to the purchaser in relation to the property within 10 days of the day of sale, being the satisfaction date, or any later date agreed by the vendor, being the extended satisfaction date.

(f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if:

- (i) the purchaser applied for the report; and
- (ii) the purchaser provides the vendor with a copy of the written report; and
- (iii) the purchaser serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction

date or extended satisfaction date, if applicable; and

- (iv) the purchaser is not in default under any other condition of this contract when the notice is given; and
 - (v) the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a

licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 of the Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 of the Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday, or public holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.

- (b) A document is sufficiently served if served:
 - (i) personally; or
 - (ii) by pre-paid post; or
 - (iii) by facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) express post is taken to have been served on the next business day after posting;
 - (ii) priority post is taken to have been served on the fourth business day after posting;
 - (iii) regular post is taken to have been served on the sixth business day after posting;
 - (iv) facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word document includes any demand or notice, and service includes give.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- (d) General condition 21 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not

exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) at the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) after settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising

from the default unless, within 7 days of the notice being given:

- (A) the default is remedied; and
 - (B) costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - (A) the default is remedied; and
 - (B) further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) the purchaser must be repaid any money paid under the contract and be paid any interest, costs, and reasonable losses payable under the contract; and
 - (ii) all the amounts referred to in (i) above are a charge on the land until payment; and
 - (iii) the purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) the deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) the vendor is entitled to possession of the property; and
 - (iii) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (A) retain the property and sue for damages for breach of contract; or

- (B) 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
- (iv) 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
- (v) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor Statement

Property address: 455 Danedite Road, Weerite 3260 and Danedite Road, Weerite 3260

Vendor: David Raymond Lucas and Glenda Mary Lucas as Trustees for the D R & G M Lucas Superfund

Purchaser:

Glaister Legal

C5 Level 1, 2 Main Street, Point Cook VIC 3030
PO Box 7260, Point Cook VIC 3030
Phone: 03 9052 5101
Email: info@glaisterlegal.com.au
Ref: HJG:GL-26-0591

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land

455 Danedite Road, Weerite 3260 being Certificate of Title Volume 9478 Folio 182 and Danedite Road, Weerite 3260 being 9726/637

SIGNED BY THE VENDOR

Vendor's name

David Raymond Lucas as Trustee for the D R & G M Lucas Superfund

Date

29/7/26

Vendor's signature

David R Lucas.

SIGNED BY THE VENDOR

Vendor's name

Glenda Mary Lucas as Trustee for the D R & G M Lucas Superfund

Date

29/7/26

Vendor's signature

G. M. Lucas

SIGNED BY THE PURCHASER

Purchaser's name

Date

//

Purchaser's signature

SIGNED BY THE PURCHASER

Purchaser's name

Date

//

Purchaser's signature

FINANCIAL MATTERS

- (a) Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.

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

- (b) 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.

	To	
--	----	--

Other particulars, including dates and times of payments:

- (c) **Terms contract**

This section 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.

- (d) **Sale subject to mortgage**

This section 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.

- (e) **Commercial and Industrial Property Tax Reform Act 2024**

(i) Is the land Tax Reform Scheme Land within the meaning of the Act?	☐ Yes ☒ No
(ii) The Australian Valuation Property Classification Code, within the meaning of the Act, most recently allocated to the land is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	AVPCC No. 525 AND 530.2
(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Act is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	Entry Date: OR ☒ Not applicable

R.D.L.
E.M.L.

INSURANCE

- (a) **Damage and destruction**

This section 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.

(b) **Owner builder**

This section only applies where there is a residence on the land and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

LAND USE

(a) **Easements, covenants or other similar restrictions**

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

Not Applicable, unless any contained in the attached certificates.

(b) **Road access**

There is NO access to the property by road.

☐

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

☒

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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:

Not Applicable.

(b) **Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Not Applicable.

(c) **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:

Not Applicable.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

OWNERS CORPORATION

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

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services are NOT connected to the land:

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

TITLE

Attached are copies of the following documents:

(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.

SUBDIVISION

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

This section 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.

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 affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth):

Not Applicable.

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.

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

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

Title Search Volume 9478 Folio 182
Copy Plan of Land
VicPlan Planning Report
Corangamite Shire Land Information Certificate
Crown Land Agricultural License Search
Catchment and Land Protection Certificate
State Revenue Office Property Clearance Certificate
Title Search Volume 9726 Folio 637
Copy Plan LP206603M
VicPlan Planning Report
Corangamite Shire Land Information Certificate
Crown Land Agricultural License Search
State Revenue Office Property Clearance Certificate
Due Diligence Checklist



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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

Page 1 of 1

VOLUME 09478 FOLIO 182

Security no : 124136245029F
Produced 06/07/2026 02:00 PM

LAND DESCRIPTION

Crown Allotment 2 Section B Parish of Purrrumbete North.
PARENT TITLE Volume 08821 Folio 339
Created by instrument K073806 20/03/1981

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
DAVID RAYMOND LUCAS of WEERITE
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
GLENDA MARY LUCAS of WEERITE
K073806 20/03/1981

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out
under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP743452F 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: 455 DANEDITE ROAD WEERITE VIC 3260

DOCUMENT END



Imaged Document Cover Sheet

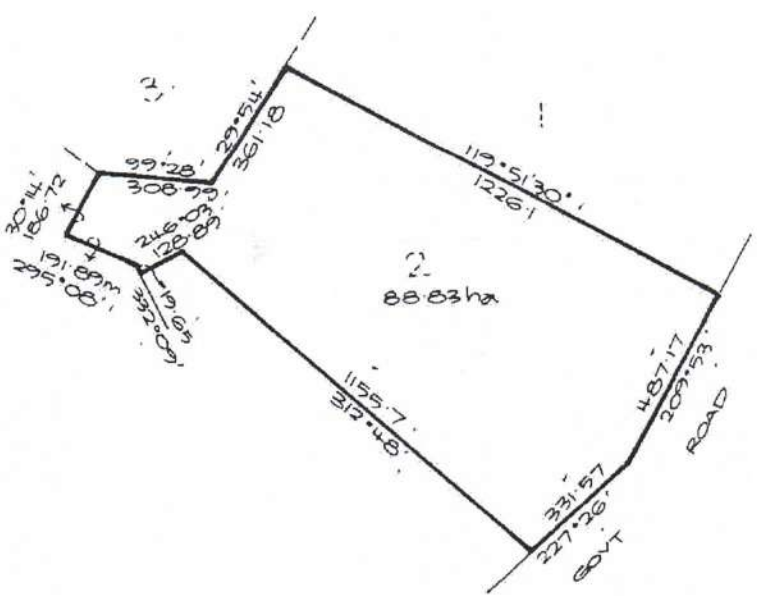
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	TP743452F
Number of Pages (excluding this cover sheet)	1
Document Assembled	06/07/2026 14:00

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

TITLE PLAN		EDITION 1	TP 743452F
Location of Land Parish: PURRUMBETE NORTH Township: Section: B Crown Allotment: 2 Crown Portion: Last Plan Reference: Derived From: VOL 9478 FOL 182 Depth Limitation: 15.24 m		Notations 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: 15/05/2002 VERIFIED: DA	
			
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 06 July 2026 01:42 PM

PROPERTY DETAILS

Address: **455 DANEDITE ROAD WEERITE 3260**
Crown Description: **Allot. 2 Sec. B PARISH OF PURRUMBETE NORTH**
Standard Parcel Identifier (SPI): **2-B\PP3428**
Local Government Area (Council): **CORANGAMITE**
Council Property Number: **468**
Planning Scheme: **Corangamite**
Directory Reference: **Vicroads 91 F5**

www.corangamite.vic.gov.au

[Planning Scheme - Corangamite](#)

UTILITIES

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

STATE ELECTORATES

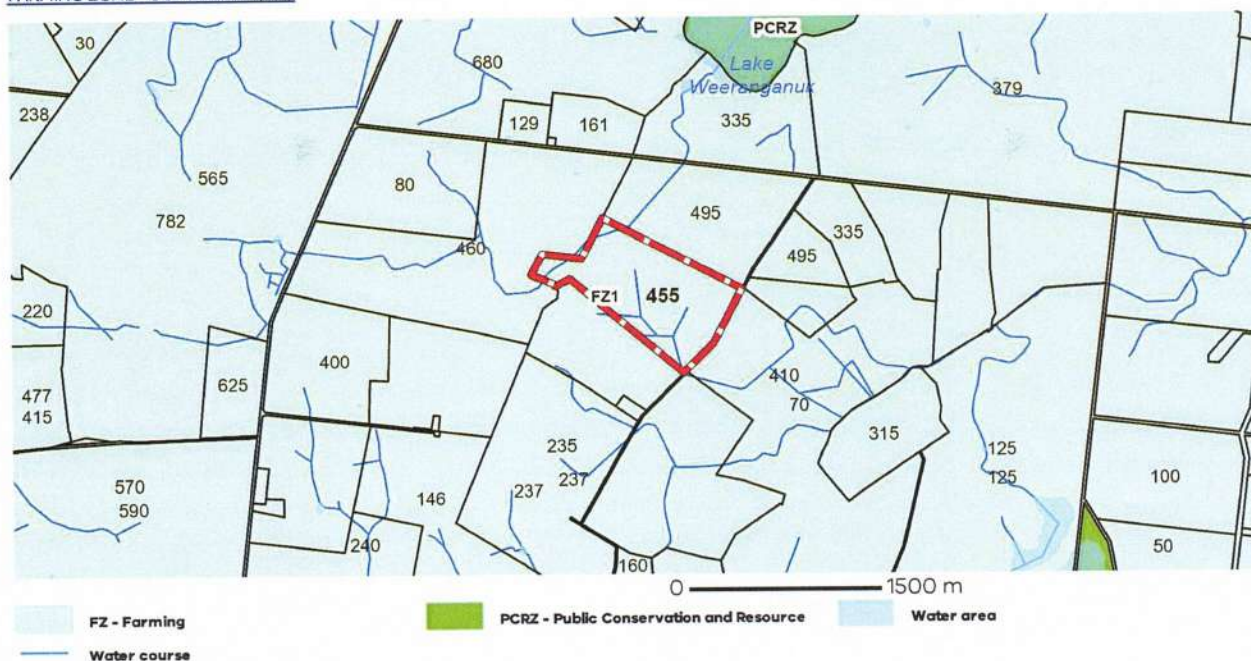
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **POLWARTH**
OTHER
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[FARMING ZONE - SCHEDULE 1 \(FZ1\)](#)



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

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PLANNING PROPERTY REPORT: 455 DANEDITE ROAD WEERITE 3260

Page 1 of 3

PLANNING PROPERTY REPORT

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

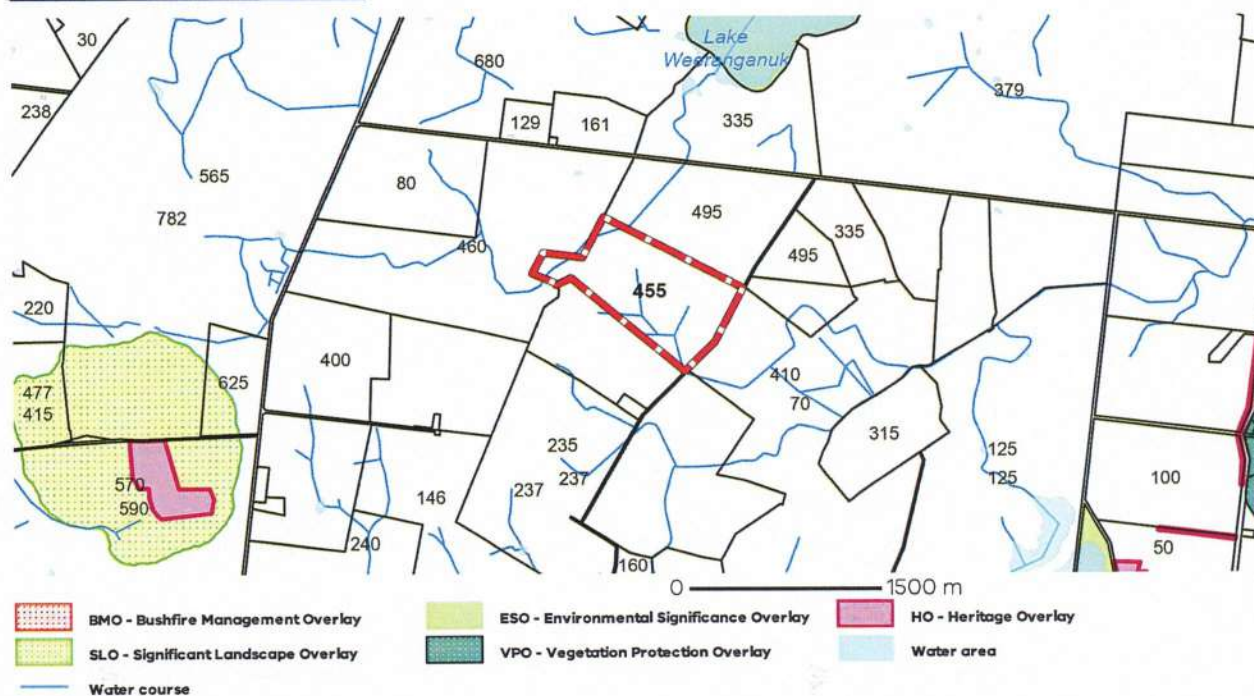
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 6 July 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



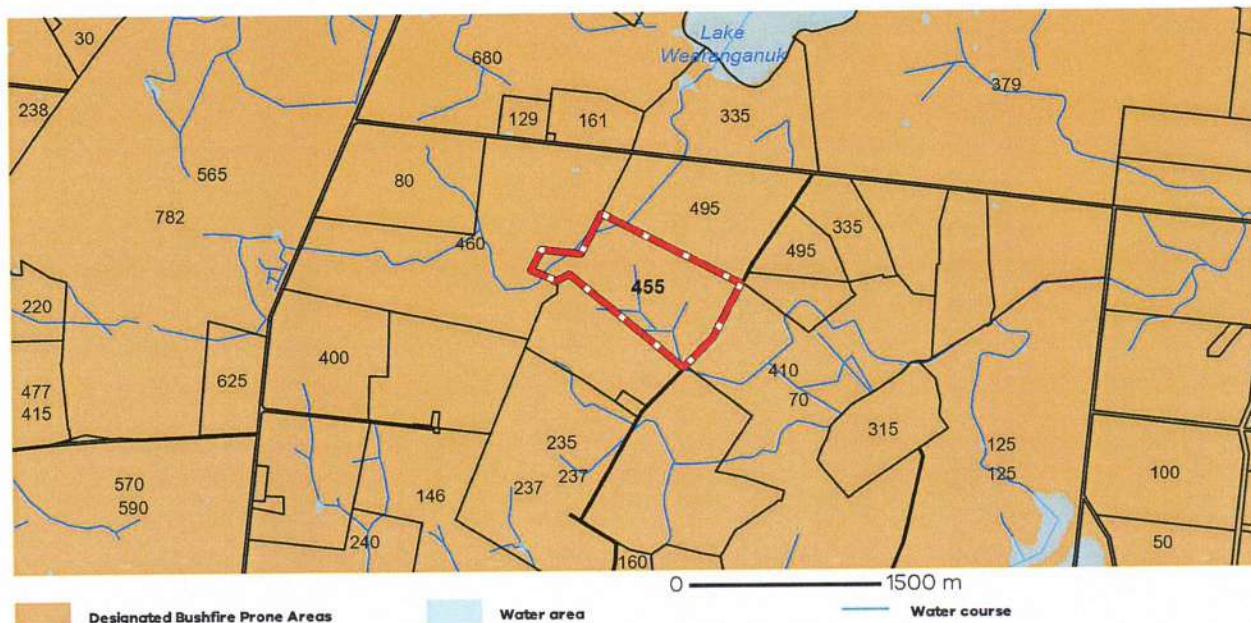
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

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PLANNING PROPERTY REPORT: 455 DANEDITE ROAD WEERITE 3260

Page 3 of 3



**CORANGAMITE
SHIRE**

LAND INFORMATION CERTIFICATE 181 Manifold St Camperdown
(PO Box 84 Camperdown 3260)
SECTION 121 LOCAL GOVERNMENT ACT 2020 Phone: 03 5593 7100
Fax: 03 5593 2695
Email: shire@corangamite.vic.gov.au
ABN: 87 042 518 438

Certificate No: CerR/D013123

Your Reference: 81082996-015-3

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a local law of the Council.

Date of Issue: 06 July 2026

PROPERTY DETAILS

Property Number: 468
Property Address: 455 Danedite Road WEERITE VIC 3260
Property Description: Allot 2 Section B Parish of Purumbete North
Area/Dimensions: 88.83Ha

VALUATION DETAILS

Site Value:	\$1,270,000	Valuation Date:	01/01/2026
Capital Improved Value:	\$1,590,000	Operative Date:	01/07/2026
Net Annual Value:	\$79,500	AVPCC:	525

Council makes its General Rate on the Capital Improved Valuation (C.I.V.)

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2027:

Rate Category		
General Rates	3,605.18	0.00
Municipal Charge	235.30	0.00
Emergency Services & Volunteers Fund	738.33	0.00
Current Rates - SUB TOTAL	0.00	4,578.81
Current Rates Payments	0.00	0.00
Current Rates Adjustments/Payments - SUB TOTAL	0.00	0.00
Scheme Charges	0.00	0.00
Schemes Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING		\$4,578.81

Any other monies due for this property are shown in the Other Information section on Page 2 of this Certificate. If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date. Payment can be made using the BPay details below.



Billers Code: 5553
Reference No: 000000004198

Telephone & Internet Banking - BPAY[®]

Contact your bank or financial institution to make payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



**CORANGAMITE
SHIRE**

LAND INFORMATION CERTIFICATE 181 Manifold St Camperdown
(PO Box 84 Camperdown 3260)
SECTION 121 LOCAL GOVERNMENT ACT 2020 Phone: 03 5593 7100
Fax: 03 5593 2695
Email: shire@corangamite.vic.gov.au
ABN: 87 042 518 438

Property Number: 468

Certificate No: CerR/D013123

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

The annual due date for lump sum payment of rates is 15 February; instalment payments are due by 30 September, 30 November, 28 February and 31 May.

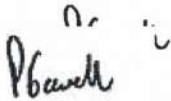
PLEASE NOTE:

- * While this Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will only be held responsible for information given in writing, ie. a new certificate and not information provided or confirmed verbally.
- * 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 is not a potential liability for rates under the **Cultural and Recreational Lands Act 1963** (as amended);
- There is not a potential liability for the land to become rateable under Section 173 or 174a of the **Local Government Act 1989**;
- There is not an outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under section 18, **Subdivision Act 1988** or the **Local Government Act 1958**;
- 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**, or under a Local Law of the Council, which have a continuing application as at the date of this certificate;

Should you have any queries regarding this Certificate, please quote property number above.

I hereby certify that the information given in this certificate is true and correct as at the issue date.	 Rate Revenue Co-ordinator Issue Date: 06 July 2026
--	---

Applicant:
SERV
GPO Box 527
MELBOURNE VIC 3001



Catchment and Land Protection (Section 90)

CATCHMENT AND LAND PROTECTION CERTIFICATE

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

Applicant Details

Certificate Number	81082996-030-6
Certificate Issued Date	06/07/2026
Applicant Name	Hayden Glaister

Property Details

Address	455 DANEDITE ROAD WEERITE
Land Description	2~B\PP3428
Volume / Folio(s)	9478/182; 8821/339

Catchment Details

1. A regional catchment strategy applies to the land.	YES
2. The land is in a special area.	NO
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



Department of Energy,
Environment and Climate Action

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref:
Our Ref:81082996-032-0

06 Jul 2026

Hayden Glaister
2 LONSDALE STREET
MELBOURNE 3000

Dear Sir / Madam

RE: PROPERTY ENQUIRY - 455 DANEDITE ROAD, WEERITE 3260

I refer to your property enquiry dated 06 Jul 2026, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact adminhub@deeca.vic.gov.au

LANDATA® Property Certificates Service

Privacy Statement

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Property Clearance Certificate
Land Tax



HAYDEN GLAISTER

Your Reference: LD:81082996-012-2.
Certificate No: 10370036
Issue Date: 06 JUL 2026
Enquiries: ESYSPROD

Land Address: 455 DANEDITE ROAD WEERITE VIC 3260

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 28467529, (blank), (blank), 9478, 182, \$0.00

Vendor: DAVID LUCAS
Purchaser: NOT APPLICABLE NOT APPLICABLE

Table with 5 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR DAVID RAYMOND LUCAS, 2026, \$1,240,000, \$0.00, \$0.00

Comments: Property is exempt: LTX primary production land.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

Table with 5 columns: 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.

Handwritten signature of Paul Broderick

Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Amount. Rows: CAPITAL IMPROVED VALUE (CIV): \$1,570,000; SITE VALUE (SV): \$1,240,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 10370036

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 = \$6,810.00

Taxable Value = \$1,240,000

Calculated as \$4,650 plus (\$1,240,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$15,700.00

Taxable Value = \$1,570,000

Calculated as \$1,570,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code:5249
Ref: 10370036

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 10370036

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate
Commercial and Industrial Property Tax



HAYDEN GLAISTER

Your Reference: LD:81082996-012-2.
Certificate No: 10370036
Issue Date: 06 JUL 2026
Enquires: ESYSPROD

Land Address: 455 DANEDITE ROAD WEERITE VIC 3260					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
28467529			9478	182	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
525	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,570,000
SITE VALUE:	\$1,240,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10370036

Power to Issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate
Windfall Gains Tax



HAYDEN GLAISTER

Your Reference: LD:81082996-012-2.
Certificate No: 10370036
Issue Date: 06 JUL 2026

Land Address: 455 DANEDITE ROAD WEERITE VIC 3260

Lot	Plan	Volume	Folio
		9478	182

Vendor: DAVID LUCAS
Purchaser: NOT APPLICABLE NOT APPLICABLE

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 10370036

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 10370039

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 10370039

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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



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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

Page 1 of 1

VOLUME 09726 FOLIO 637

Security no : 124136422069V
Produced 10/07/2026 02:51 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 206603M.
PARENT TITLE Volume 07320 Folio 864
Created by instrument LP206603M 13/02/1987

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DAVID RAYMOND LUCAS
GLENDA MARY LUCAS both of 455 DANEDITE RD. WEERITE 3260
V146959F 11/12/1997

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP206603M 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: DANEDITE ROAD WEERITE VIC 3260

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP206603M
Number of Pages (excluding this cover sheet)	1
Document Assembled	10/07/2026 14:51

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 17 July 2026 01:46 PM

PROPERTY DETAILS

Address: **DANEDITE ROAD WEERITE 3260**
Lot and Plan Number: **Lot 2 LP206603**
Standard Parcel Identifier (SPI): **2\LP206603**
Local Government Area (Council): **CORANGAMITE**
Council Property Number: **459**
Planning Scheme: **Corangamite**
Directory Reference: **Vicroads 91 F5**

www.corangamite.vic.gov.au

[Planning Scheme - Corangamite](#)

UTILITIES

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

STATE ELECTORATES

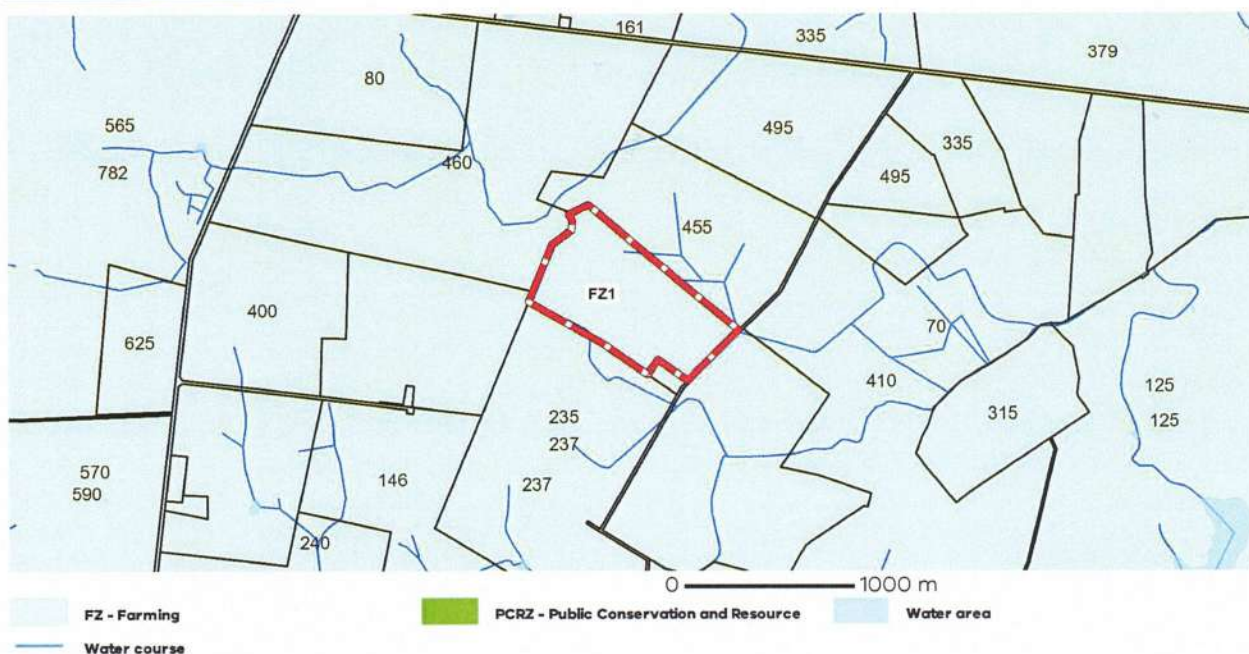
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **POLWARTH**
OTHER
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[FARMING ZONE - SCHEDULE 1 \(FZ1\)](#)



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

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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: DANEDITE ROAD WEERITE 3260

Page 1 of 5

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlay

None affecting this land - there are overlays in the vicinity

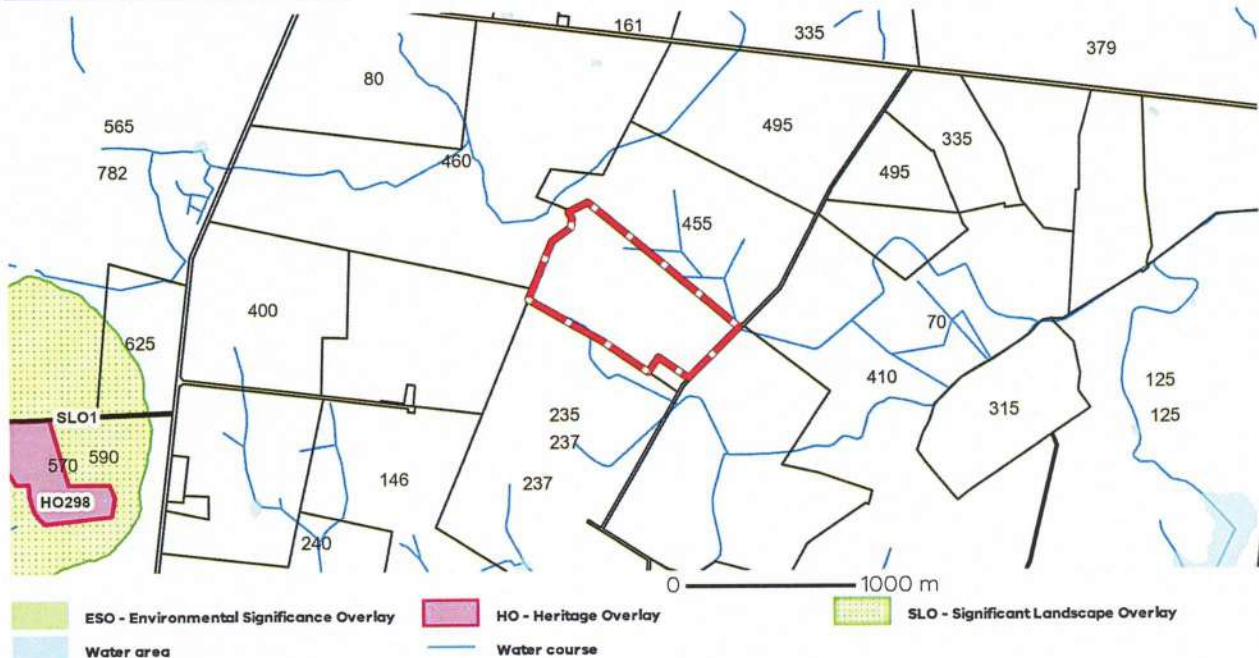
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

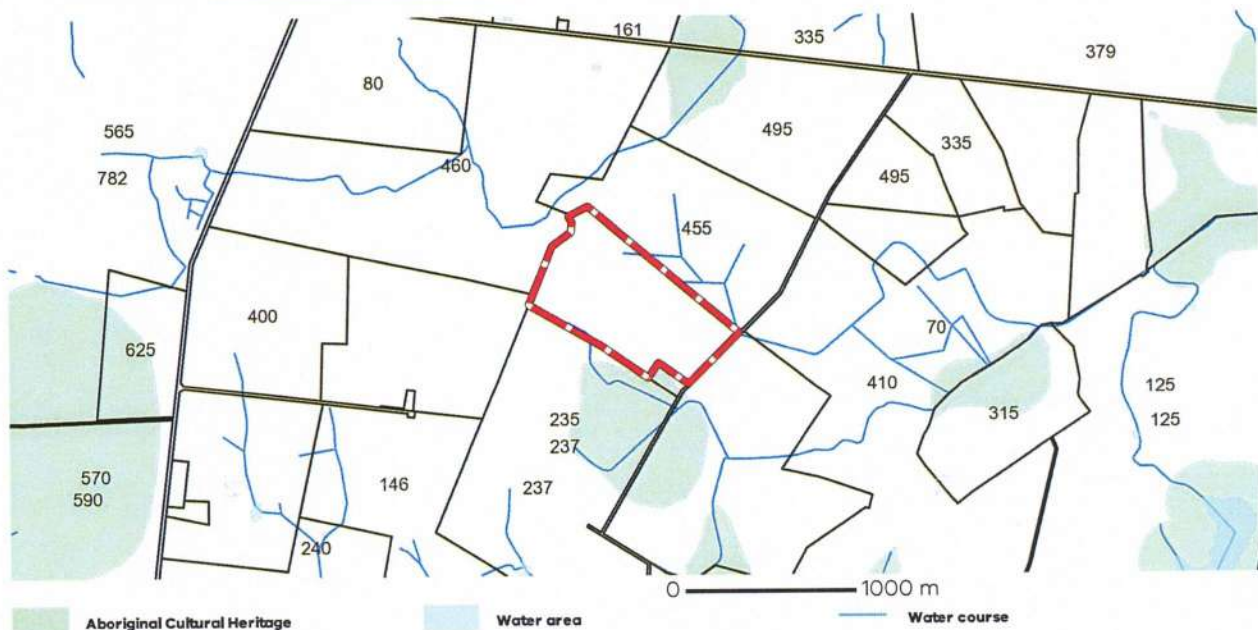
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/govQuestion1.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>



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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: DANEDITE ROAD WEERITE 3260

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 14 July 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>

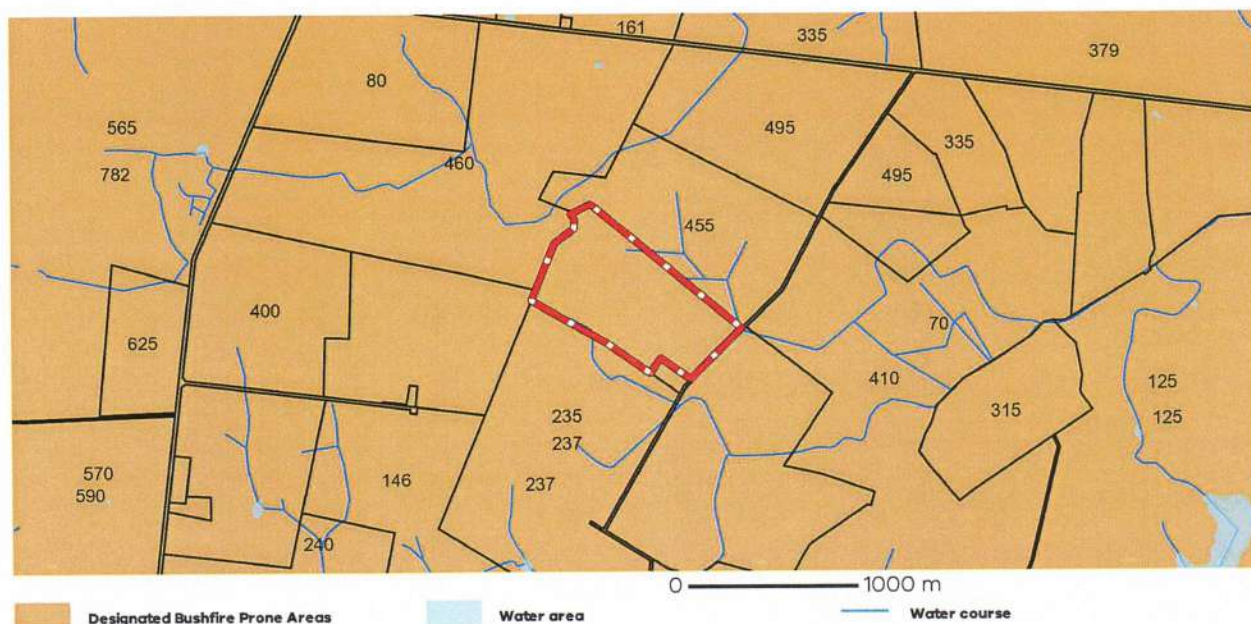
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



**CORANGAMITE
SHIRE**

LAND INFORMATION CERTIFICATE 181 Manifold St Camperdown
(PO Box 84 Camperdown 3260)
SECTION 121 LOCAL GOVERNMENT ACT 2020 Phone: 03 5593 7100
Fax: 03 5593 2695
Email: shire@corangamite.vic.gov.au
ABN: 87 042 518 438

Certificate No: CerR/D013145

Your Reference: 81164780-014-0

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a local law of the Council.

Date of Issue: 13 July 2026

PROPERTY DETAILS

Property Number: 459
Property Address: Danedite Road WEERITE VIC 3260
Property Description: Lot 2 LP206603M
Area/Dimensions: 64.40Ha

VALUATION DETAILS

Site Value: \$920,000 **Valuation Date:** 01/01/2026
Capital Improved Value: \$940,000 **Operative Date:** 01/07/2026
Net Annual Value: \$47,000 **AVPCC:** 530.2

Council makes its General Rate on the Capital Improved Valuation (C.I.V.)

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2027:

Rate Category		
General Rates	2,131.37	0.00
Emergency Services & Volunteers Fund	269.78	0.00
Current Rates - SUB TOTAL	0.00	2,401.15
Current Rates Payments	0.00	0.00
Current Rates Adjustments/Payments - SUB TOTAL	0.00	0.00
Scheme Charges	0.00	0.00
Schemes Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING		\$2,401.15

Any other monies due for this property are shown in the Other Information section on Page 2 of this Certificate. If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date. Payment can be made using the BPay details below.



Billers Code: 5553
Reference No: 000000004115

Telephone & Internet Banking - BPAY[®]

Contact your bank or financial institution to make payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



**CORANGAMITE
SHIRE**

LAND INFORMATION CERTIFICATE 181 Manifold St Camperdown
SECTION 121 LOCAL GOVERNMENT ACT 2020 (PO Box 84 Camperdown 3260)
Phone: 03 5593 7100
Fax: 03 5593 2695
Email: shire@corangamite.vic.gov.au
ABN: 87 042 518 438

Property Number: 459

Certificate No: CerR/D013145

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

The annual due date for lump sum payment of rates is 15 February; instalment payments are due by 30 September, 30 November, 28 February and 31 May.

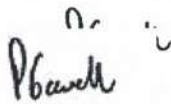
PLEASE NOTE:

- * While this Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will only be held responsible for information given in writing, ie. a new certificate and not information provided or confirmed verbally.
- * 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 is not a potential liability for rates under the **Cultural and Recreational Lands Act 1963** (as amended);
- There is not a potential liability for the land to become rateable under Section 173 or 174a of the **Local Government Act 1989**;
- There is not an outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under section 18, **Subdivision Act 1988** or the **Local Government Act 1958**;
- 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**, or under a Local Law of the Council, which have a continuing application as at the date of this certificate;

Should you have any queries regarding this Certificate, please quote property number above.

I hereby certify that the information given in this certificate is true and correct as at the issue date.	 Rate Revenue Co-ordinator Issue Date: 13 July 2026
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Applicant:
SERV
GPO Box 527
MELBOURNE VIC 3001



Department of Energy,
Environment and Climate Action

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref:
Our Ref:81164780-032-4

10 Jul 2026

Hayden Glaister
2 LONSDALE STREET
MELBOURNE 3000

Dear Sir / Madam

RE: PROPERTY ENQUIRY - DANEDITE ROAD, WEERITE 3260

I refer to your property enquiry dated 10 Jul 2026, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact adminhub@deeca.vic.gov.au

LANDATA® Property Certificates Service

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Energy, Environment and Climate Action, PO Box 500, East Melbourne, Victoria 8002



Property Clearance Certificate
Land Tax



HAYDEN GLAISTER

Your Reference: LD:81164780-011-9.
Certificate No: 10450894
Issue Date: 10 JUL 2026
Enquiries: ESYSPROD

Land Address: DANEDITE ROAD WEERITE VIC 3260

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 26142521, 2, 206603, 9726, 637, \$0.00

Vendor: GLENDA LUCAS & DAVID LUCAS
Purchaser: UNKNOWN UNKNOWN

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR DAVID RAYMOND LUCAS, 2026, \$905,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX primary production land.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

Table with 5 columns: 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.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Amount. Rows: CAPITAL IMPROVED VALUE (CIV): \$925,000; SITE VALUE (SV): \$905,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 10450894

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 = \$4,080.00

Taxable Value = \$905,000

Calculated as \$2,250 plus (\$905,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,250.00

Taxable Value = \$925,000

Calculated as \$925,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 10450894

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 10450894

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



HAYDEN GLAISTER

Your Reference: LD:81164780-011-9.
Certificate No: 10450894
Issue Date: 10 JUL 2026
Enquires: ESYSPROD

Land Address: DANEDITE ROAD WEERITE VIC 3260

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26142521	2	206603	9726	637	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$925,000
SITE VALUE:	\$905,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10450894

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 outside the requisite range and one or more of which are inside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



HAYDEN GLAISTER

Your Reference: LD:81164780-011-9.
Certificate No: 10450894
Issue Date: 10 JUL 2026

Land Address: DANEDITE ROAD WEERITE VIC 3260

Lot	Plan	Volume	Folio
2	206603	9726	637

Vendor: GLENDA LUCAS & DAVID LUCAS
Purchaser: UNKNOWN UNKNOWN

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 10450894

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Biller Code: 416073 Ref: 10450898 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 10450898 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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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.

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.

(04/10/2016)