JAMIE PRICE
Vendor

Purchaser

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: 64 Russell Street, Quarry Hill 3550

Bendigo Office:
165 Queen Street
Bendigo Vic 3550

Geelong Office:
Suite 7, Level 1
23-31 Gheringhap Street
Geelong Vic 3220

Tel (03) 5442 2100 | Ref: ET:25/6142
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Consultant Paralegals is Operated by Baré Legal ABN 56 621 801 750

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

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

Print name(s) of person(s) signing:

.....

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

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

SIGNED BY THE VENDOR: .....

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

Print name(s) of person(s) signing: **JAMIE PRICE**

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

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

PH Property
29 Mundy Street, Bendigo, VIC 3550

Email: reception@phproperty.com.au

Tel: 0354541999 Mob: 0408 108 810 Fax: 0354541998 Ref:

Vendor

JAMIE PRICE

Vendor's legal practitioner or conveyancer

Baré Legal trading as Consultant Paralegals
165 Queen Street, Bendigo, 3550

Email: emily@barelegal.com.au
Tel: 5442 2100 Ref: ET:25/6142

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ...…….. Mob: ……... Fax: ……... Ref: ……

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12102	Folio	592	1	PS 807921F
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **64 Russell Street, Quarry Hill 3550**

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

All fixtures and fittings, fixed floor coverings, window furnishings, as inspected.

Payment

Price	$	
Deposit	$	upon the signing hereof
Balance	$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on _____

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)
Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. **AMENDMENT TO GENERAL CONDITIONS**

   (a) General Conditions 31.4, 31.5 and 31.6 do not apply to this Contract.

   (b) General Condition 20.2(c) is deleted and replaced with the following:

   "serves on the Vendor within 2 clear business days after the approval date or any later date allowed by the vendor, written notice ending the Contract together with written evidence from an Authorised Deposit-Taking Institution (approved by APRA) advising of the rejection or non-approval of the loan as defined in the Particulars of Sale which must include the address of the Property".

   (c) General Condition 21.2 (a) is amended by replacing the words "major building defect" with "major structural defect".

2. **LAND TAX AND VACANT RESIDENTIAL LAND TAX**

   On or before settlement the Vendor must pay all land tax and vacant residential tax charged, assessed or imposed on the Property pursuant to the *Land Tax Act* 2005 ("the Act") and the Vendor must not adjust against or otherwise seek to require the Purchaser to pay any amount for or towards any land tax and/or vacant residential tax for which the Vendor is liable in respect of the Property pursuant to the Act.

3. **WINDFALL GAINS TAX**

   On or before settlement the Vendor must pay all tax charged, assessed or imposed on the Property under the *Windfall Gains Tax Act* 2021 ("the Act") and the Vendor must not adjust against or otherwise seek to require the purchaser to pay an amount for or towards any windfall gains tax for which the Vendor is liable in respect of the Property under the Act.

4. **PLANNING**

   The Purchaser acknowledges and agrees that any restriction on the use of the Property under any planning scheme, in any legislation or imposed by any authority empowered by legislation to control the use of the Property will not affect the validity of this Contract.

5. **PROPERTY SOLD "AS IS"**

   (a) The Purchaser acknowledges and agrees that it purchases the Property together with any improvements on an "as is" basis and "where is basis" and therefore:

   (i) as a result of the independent exercise of the Purchaser's own skill and judgment after due inspection and investigation; and

   (ii) in its present condition and state of repair with all existing patent and latent defects, infestations, contaminations and dilapidation

   and that no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to the marketability, quality or fitness for any purpose of the Property or the improvements, the freedom of the Property from defects, infestations, contaminations or dilapidation, the use to which the Property or improvements can lawfully be put, whether development of any description may be carried out on the Property or whether the

improvements (if any) on the Property have been built or placed there in accordance with each approval required by law for the building or placement of those improvements.

(b) Without limiting the generality of special condition 5(a), the Purchaser acknowledges and agrees that the Property is sold, and the Purchaser will take title to the Property subject to all existing services (if any). The Purchaser will not make any requisition, objection, demand or claim for compensation or rescind or terminate this Contract, in respect of any of the following:

(i) the nature, location, availability of any services;

(ii) if any service is a joint service with any other land or building;

(i) if any service for any other property or building or any parts or connections for that service pass through the Property;

(ii) if any sewer or water main or connection passes through, in or over the Property;

(iii) if there is a manhole or vent on the Property; or

(iv) if the Property is subject to or has the benefit of any rights or easements in respect of the service.

(c) Without limiting anything in this special condition 3, all warranties and conditions which would otherwise be implied in this Contract are excluded to the maximum extent permitted by law.

6. **IMPROVEMENTS**

The Vendor does not warrant that the improvements purporting to be on the Property are wholly on the Property or that improvements of adjoining owners do not encroach on the Property. The sale is subject to each encroachment (if any) which exists and the Purchaser is not entitled to make any requisition, objection or demand, or claim any compensation in relation to it or rescind or terminate the Contract due to any such encroachment. The Purchaser may conduct a survey of the Property at the Purchaser's expense.

7. **PURCHASER'S WARRANTIES**

(a) The Purchaser warrants to the Vendor that it is empowered to enter into this Contract and can do so without consent from any other person or has already obtained that consent.

(b) The Purchaser warrants to the Vendor that it is not prohibited by or under any law including without limitation to *Foreign Acquisitions and Takeovers Act* 1975 (Cth) from entering into or completing this Contract.

8. **GUARANTEE**

If the Purchaser is a company which is not listed on the main board of any Stock Exchange in Australia, the Purchaser will procure the execution by all its directors of the Guarantee by the Day of Sale. If the Purchaser is unable to procure that execution by the Day of Sale, then the Purchaser must procure execution of the Guarantee within 7 days of the Day of Sale. The Purchaser's breach of this special condition 9 will be a fundamental breach of this Contract.

9. **WHOLE AGREEMENT – NO REPRESENTATIONS**

(a) The Purchaser agrees that this Contract and the Vendor Statement (as included in this Contract) contain the complete and only agreement between the Vendor, the Vendor's agents and the Purchaser.

(b) The Purchaser acknowledges that the agents referred to in this Contract have acted as agents for the Vendor and that, except for any disclosure by the Vendor or their agents to the Purchaser in accordance with the provisions of the *Sale of Land Act* 1962, the Vendor and its agents have not given any information, representation or warranty with the intention

or knowledge that it would be relied upon, and no such information, representation or warranty has in fact been relied upon.

10. **ADJUSTMENTS**

The Purchaser must provide copies of all certificates obtained by the Purchaser or their representative and other information used to calculate the adjustments under general condition 23.

11. **NO MERGER**

The provisions of this Contract capable of having effect after the Settlement Date do not merge on the transfer of the Property and continue to have full force and effect.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

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

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: **The Purchaser**

Property address: **64 Russell Street, Quarry Hill**

Lot No: 1 Plan of Subdivision: PS 807921F

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

From: Vendor/supplier: Jamie Price

Dated: 7 November 2025

THIS DEED dated day of 2025

To: The Vendor/s ("vendor") named in the annexed Contract of Sale

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED as a Deed.

The Guarantors

SIGNED SEALED & DELIVERED BY)
)

in the presence of:

.....
Signature

.....
Signature of witness

.....
Print name of witness

SIGNED SEALED & DELIVERED BY)
)

in the presence of:

.....
Signature

.....
Signature of witness

.....
Print name of witness

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

JAMIE PRICE
Vendor

VENDOR STATEMENT

Property: 64 Russell Street, Quarry Hill 3550

Bendigo Office:
165 Queen Street
Bendigo Vic 3550

Geelong office:
Suite 7, Level 1
23-31 Gheringhap Street
Geelong Vic 3220

Tel (03) 5442 2100 | Ref: ET:25/6142
www.barelegal.com.au
Consultant Paralegals is Operated by Baré Legal ABN 56 621 801 750

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	**64 Russell Street, Quarry Hill 3550**	
Vendor's name	**Jamie Price**	**Date** 7/11/2025
Vendor's signature	Signed by: 8F2656239E9D4AA...	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

If any as contained in the attached searches and certificates.

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

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

The land is not withing the meaning of the CIPT Act and details are as follows:

AVPCC No. Not applicable.

The entry date is: Not applicable.

The entry date within the meaning of the CIPT Act is not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not Applicable.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

If any as contained in the attached searches and certificates.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

☒ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Register Search Statement Volume 12102 Folio 592
Plan PS 807921F
Section 173 Agreement AS147156T
Planning Property Report
Property Report
Land Information Certificate
Water Information Certificate
Land Tax Certificate
Building Certificate
Building Permit
Certificate of Final Inspection
Mining Activity Report
Mining Certificate

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 (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.

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

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

VOLUME 12102 FOLIO 592

Security no : 124128287410R
Produced 22/09/2025 10:43 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 807921F.
PARENT TITLE Volume 09488 Folio 587
Created by instrument PS807921F 26/07/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAMIE PRICE of 172 FOREST STREET BENDIGO VIC 3550
AS698409P 11/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS698410F 11/11/2019
BENDIGO AND ADELAIDE BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AS147156T 08/05/2019

DIAGRAM LOCATION

SEE PS807921F 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: 64 RUSSELL STREET QUARRY HILL VIC 3550

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 11/11/2019

DOCUMENT END

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PLAN OF SUBDIVISION

UNDER SECTION 22 OF THE SUBDIVISION ACT 1988

EDITION 1

PS807921F

LOCATION OF LAND

PARISH: SANDHURST (AT BENDIGO)

TOWNSHIP: -

SECTION: 107C

CROWN ALLOTMENT: 12

CROWN PORTION: -

TITLE REFERENCE: VOL. 9488 FOL. 587

LAST PLAN REFERENCE: TP265888E

POSTAL ADDRESS: 64 RUSSELL STREET
(at time of subdivision) QUARRY HILL 3550

MGA94 CO-ORDINATES: E: 257 520 ZONE: 55
(of approx centre of land in plan) N: 5 926 580 GDA 94

Council Name: Greater Bendigo City Council

Council Reference Number: SC/20/2018/1/A
Planning Permit Reference: DS/20/2018
SPEAR Reference Number: S135952J

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 27/05/2019

Statement of Compliance issued: 26/06/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: 15.24m

SURVEY: THIS PLAN IS BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S). 239, 240, 821 & 1579 IN PROCLAIMED SURVEY AREA NO. 34

STAGING: THIS IS NOT A STAGED SUBDIVISION.

PLANNING PERMIT No.: DS/20/2018

NOTATIONS

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION

HADDEN FARREN LAND SURVEYORS
188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au
LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SURVEYORS FILE REF: 1803 VERSION: 01

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

Digitally signed by: Mark Mangan, Licensed Surveyor, Surveyor's Plan Version (01), 05/02/2019, SPEAR Ref: S135952J

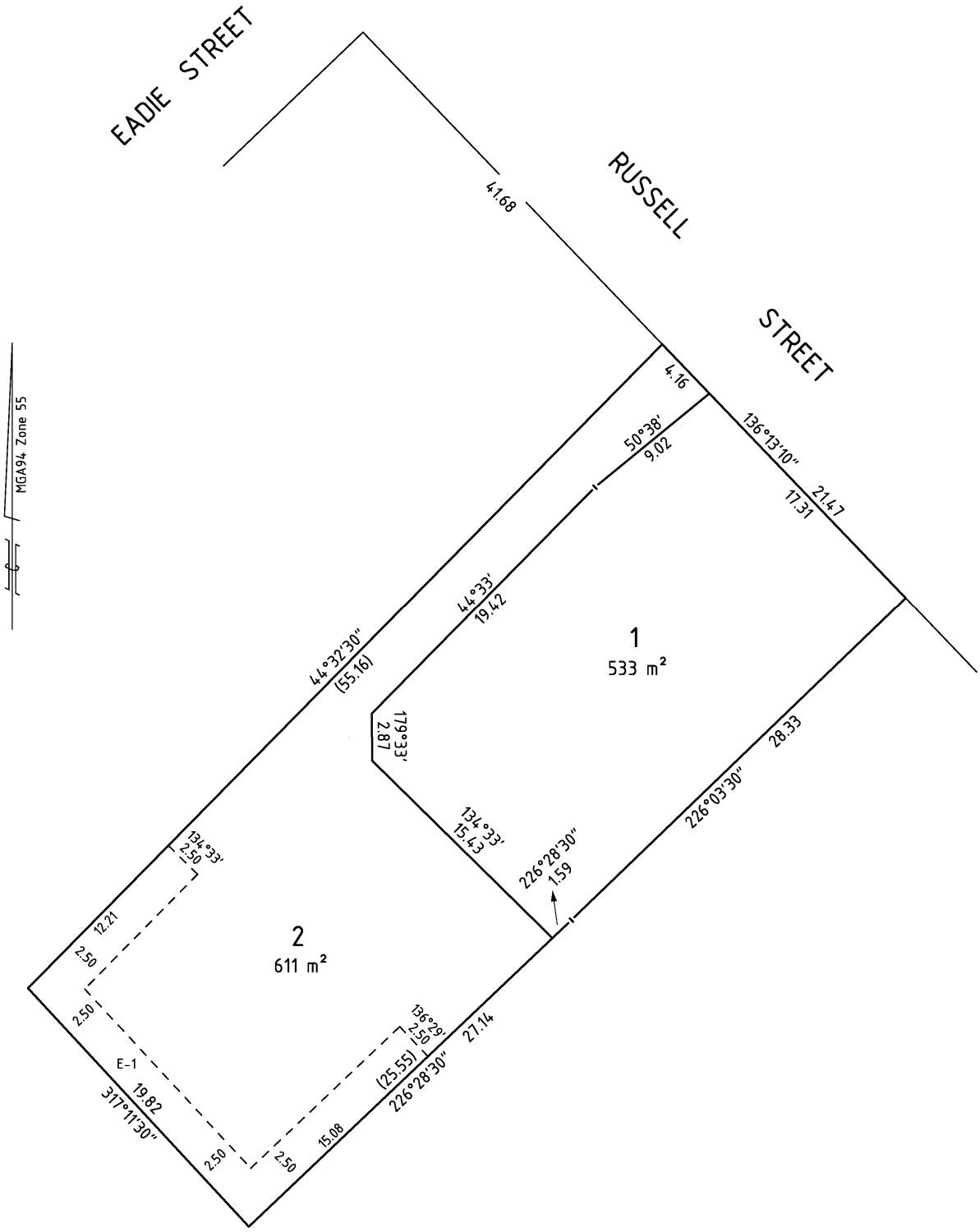
PLAN REGISTERED
TIME: 7:08pm
DATE: 26/07/19

B.J.S.
Assistant Registrar of Titles

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PS807921F



HADDEN FARREN LAND SURVEYORS
188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au
LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2

Digitally signed by: Mark Mangan, Licensed Surveyor, Surveyor's Plan Version (01), 05/02/2019, SPEAR Ref: S135952J

Digitally signed by: Greater Bendigo City Council, 27/05/2019, SPEAR Ref: S135952J

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

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and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: JENNINGS LAW & CONVEYANCING

Phone: (03) 5410 0740

Address: 21 WILLS STREET, BENDIGO VIC 3550

Reference: DJ:11997

Customer code: 16772C

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

Land:(volume and folio)

VOLUME 9488 FOLIO 587

Responsible authority:(full name and address, including postcode)

GREATER BENDIGO CITY COUNCIL OF LYTTLETON TERRACE, BENDIGO VIC 3550

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

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P 08/05/2019 $96.10 173
col
and used for the purpose of maintaining publicly searchable registers and indexes.

Executed on behalf of GREATER BENDIGO CITY COUNCIL

Signer Name ANDREW DAVID HAWKER, MANAGER, PROPERTY SERVICES

Signature

V.O.I. NO. 3367601588U5
13.3.2018

Execution Date 24.04.2019

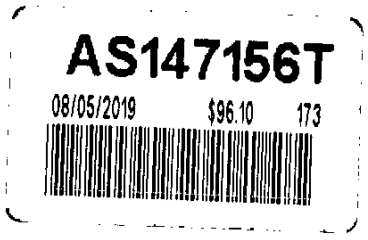
Full Name of Witness VICTORIA MATTHEWS

Witness Signature

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DATED: 18th April 2019

SECTION 173 AGREEMENT

Land: 64 Russell Street, Quarry Hill

GREATER BENDIGO CITY COUNCIL

AND

ELIZABETH ANN FOWLER & ROSS STANLEY POINTON

Jennings Law & Conveyancing
21 Wills Street
Bendigo VIC 3550
DX 55013 Bendigo
Ref: DJ:12719

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08/05/2019 $96.10 173

THIS AGREEMENT is made on the 18 day of April 2019

BETWEEN: **GREATER BENDIGO CITY COUNCIL** of 15 Hopetoun Street, BENDIGO VIC 3550.

(Council)

AND: **ELIZABETH ANN FOWLER** of 117 Townsend Street, Mortlake VIC 3272 and **ROSS STANLEY POINTON** of 124 Maiden Gully Road, Maiden Gully VIC 3551

(Owner)

BACKGROUND

A. The Owner is the registered or entitled to be registered as proprietor of the Land.

B. The Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.

C. The Land is within the municipality of the Council and affected by the Scheme.

D. On 29 March 2018 Council issued the Planning Permit for AM/20/2018/A in accordance with the Endorsed Plans which permits subdivision of the Land into two (2) lots and demolition of an outbuilding.

E. Condition 9 of the Planning Permit provides as follows:

SECTION 173 AGREEMENT
Prior to the issue of statement of compliance, the applicant/owner must enter into an agreement under section 173 of the Planning and Environment Act 1987. Such agreement must covenant that:

(a) The owner will maintain each on-site stormwater detention system and not modify without prior written approval from the responsible authority.
(b) The owner shall allow duly authorised officers of the responsible authority to inspect the system at mutual agreed times.
(c) The owner will pay for all costs associated with the construction and maintenance of each system.

F. If the Land is encumbered by a mortgage, the mortgage is identified in the Definitions and the mortgagee's consent will be affixed to the Agreement.

G. The parties acknowledge that this Agreement provides for:

a. matters intended to satisfy Condition 9 the Planning Permit;
b. matters intended to achieve and advance the objectives of planning in Victoria; and
c. matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to and in accordance with Section 173 of the Act.

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AS147156T
08/05/2019 $96.10 173

OPERATIVE CONDITIONS

1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary the following words have the corresponding meaning:

Act means the *Planning and Environment Act 1897* (Vic).

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Business Day means Monday to Friday excluding public holidays in Victoria.

Dwelling has the same meaning as in the Scheme.

Land means the land at 64 Russell Street, Quarry Hill in the State of Victoria being the land in Certificate of Title Volume 9488 Folio 587.

Lots means the lots created upon registration of the Plan of Subdivision

Owner means Elizabeth Ann Fowler and Ross Stanley Pointon or any corporate entity, person or persons registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee in possession.

Plan of Subdivision means a plan of subdivision made in accordance with the Planning Permit and in a form acceptable to Council that subdivides the Land.

Planning Permit means planning permit number AM/20/2018 issued by Council (and any subsequent amendments to it).

Scheme means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

Statement of Compliance means a statement of compliance for the Plan of Subdivision issued by Council under section 21 of the *Subdivision Act 1988* (Vic).

2. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

(a) undefined terms or words have the meaning given in the Act;

(b) a reference to a party includes that party's executors, administrators; successors, substitutes and permitted assigns;

(c) the singular includes the plural and vice versa;

(d) a reference to a gender includes a reference to the other genders;

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08/05/2019 $96.10 173

(e) a reference to a person includes a reference to a firm, corporation or other corporate body;

(f) if a party consists of more than one (1) person, this Agreement binds them jointly and each of them severally;

(g) a reference to a "planning scheme" or "Scheme" includes any amendment, consolidation or replacement of such scheme and any document incorporated by reference into such scheme;

(h) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under those statutes;

(i) where in this Agreement Council may exercise any power, duty or function, that power, duty or function may be exercised on behalf of Council by an authorised or delegated officer;

(j) a party that is a trustee is bound both personally and in its capacity as trustee;

(k) all headings are for ease of reference only and do not affect the interpretation of this Agreement;

(l) the Background to this Agreement forms part of this Agreement; and

(m) this Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Court of that State.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

4. EFFECT OF AGREEMENT

4.1 This Agreement takes effect from the date of execution of this Agreement and continues in perpetuity, to run at and equity with the Land.

4.2 The Owner's use of the Land is subject to the conditions and obligations contained in this Agreement.

4.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner of the Land, from time to time.

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5. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

(a) The Owner is the registered proprietor (or entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

(b) There are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner which have not been disclosed by the usual searches of the Certificate of Title for the Land;

(c) No part of the Land is subject to any rights obtained or effected by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958* (Vic);

(d) except for the parties to this Agreement, no other person (except for any tenants of the Land) has any interest, either legal or equitable in the Land which may be effected by this Agreement or by development or use of the Land pursuant to the Scheme or any permit or approved plan under the Scheme; and

(e) the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Land.

6. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the Certificate of Title for the Land, the Owner's successors in title will:

(a) give effect to, do all acts and sign all documents requiring those successors to give effect this Agreement; and

(b) execute a deed agreeing to be bound to this Agreement.

7. OBLIGATIONS OF OWNER

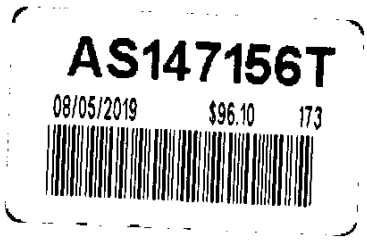
The Owner covenants and agrees that:

a) The Owner will maintain each on-site stormwater detention system and not modify without prior written approval from the responsible authority;

b) The Owner shall allow duly authorised officers of the responsible authority to inspect the systems at mutually agreed times; and

c) The Owner will pay for all costs associated with the construction and maintenance of each on-site stormwater detention system.

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8. FURTHER OBLIGATIONS OF THE OWNER

8.1 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

8.2 Compliance

The Owner covenants to:

(a) comply with the requirements of all statutory authorities in relation to the development of the Land;

(b) comply with all relevant and applicable statutes, regulations, local laws and planning controls in relation to the Land; and

(c) comply with the terms of this Agreement.

8.3 Registration

The Owner covenants to:

(a) consent to Council making an application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title for the Land and in accordance with section 181 of the Act; and

(b) do all things necessary to enable Council to do so, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.

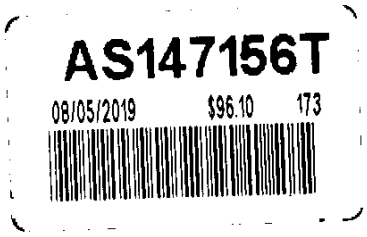
8.4 Mortgagee to be bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the terms of this Agreement if the mortgagee becomes mortgagee in possession of the Land.

8.5 Council's costs to be paid

The Owner covenants to pay Council's reasonable legal costs and expenses directly attributable to the negotiation, preparation and registration of this Agreement within 28 days of demand by Council and following any default by the Owner in the terms of this Agreement, Council's costs and expenses for enforcement of this Agreement.

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8.6 Council access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them to enter the Land, upon providing reasonable notice, to assess the Owner's compliance with this Agreement, provided that the Council, in doing so must and must procure its officers, employees, contractors and agents to enter the Land at their own risk and comply with the Owner's or the Owner's builder's site conditions and safety policies and follow the site supervisor's directions.

9. GENERAL

9.1 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary to effect, perfect or complete the transactions contemplated by this Agreement.

9.2 No waiver

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

9.3 Severability

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

9.4 No fettering of Council's powers

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning approval, approval or certification of any plans of subdivision or consolidation applicable to the Land or the issue of a statement of compliance in connection with any such plans.

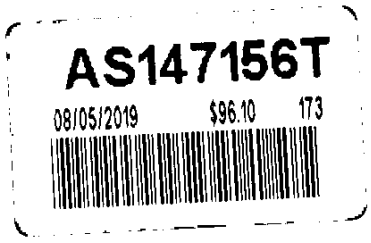
9.5 Time of the essence

Time is of the essence in relation to all dates, periods of time and times specified in this Agreement.

10. ENDING OF AGREEMENT

This Agreement may be ended wholly or in part or as to any part by agreement between the Council and all persons who are bound by any covenant contained in this Agreement.

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11. NOTICES

11.1 Service of Notice

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

(a) personally on a party;

(b) by sending it by pre-paid post, addressed to that party at the address for service specified in this Agreement or subsequently notified to each party as that party's address for service; or

(c) by facsimile to the party's current facsimile number notified to the other party.

11.2 Time of service

A notice or other communication is deemed to be served, subject to subparagraph (e):

(a) if served personally, upon service;

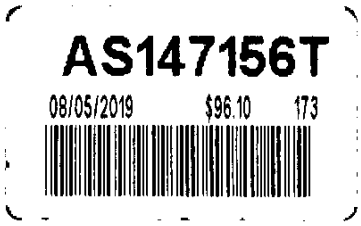
(b) if served by post to an Australian address, two (2) Business Days after posting;

(c) if served by post to an overseas address, five (5) Business Days after posting;

(d) if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent it its entirety to the recipient's facsimile number; and

(e) if received after 5:00pm in the place of receipt or on a day which is not a Business Day, at 9:00am on the next Business Day.

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MORTGAGEES' CONSENT

Not applicable.

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AS147156T
08/05/2019 $96.10 173

EXECUTED AS A DEED:

APPROVED under the COMMON SEAL of the GREATER BENDIGO CITY COUNCIL in the presence of:))))

.....

Chief Executive Officer
Full Name: Craig William Niemann
Usual Address: Lyttleton Terrace Bendigo

GREATER BENDIGO CITY COUNCIL INCORPORATED 7-4-1994 THE COMMON SEAL OF

EXECUTED BY ELIZABETH ANN FOWLER in the presence of:))

.....
Signature of witness

CRAIG FOWLER
Print name of witness

.....
Signature

EXECUTED BY ROSS STANLEY POINTON in the presence of:))

.....
Signature of witness

D. POINTON
Print name of witness

.....
Signature

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 22 September 2025 11:02 AM

PROPERTY DETAILS

Address:	**64 RUSSELL STREET QUARRY HILL 3550**
Lot and Plan Number:	**Lot 1 PS807921**
Standard Parcel Identifier (SPI):	**1\PS807921**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**251552**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 607 T10**

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO EAST**

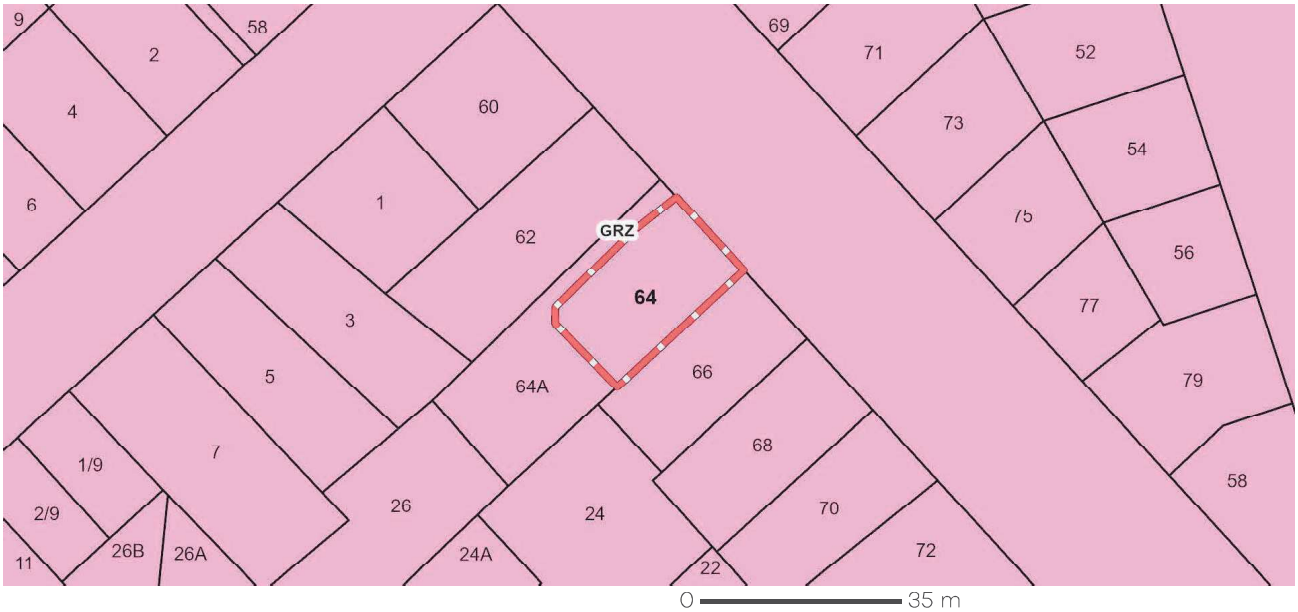
OTHER

Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential

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).

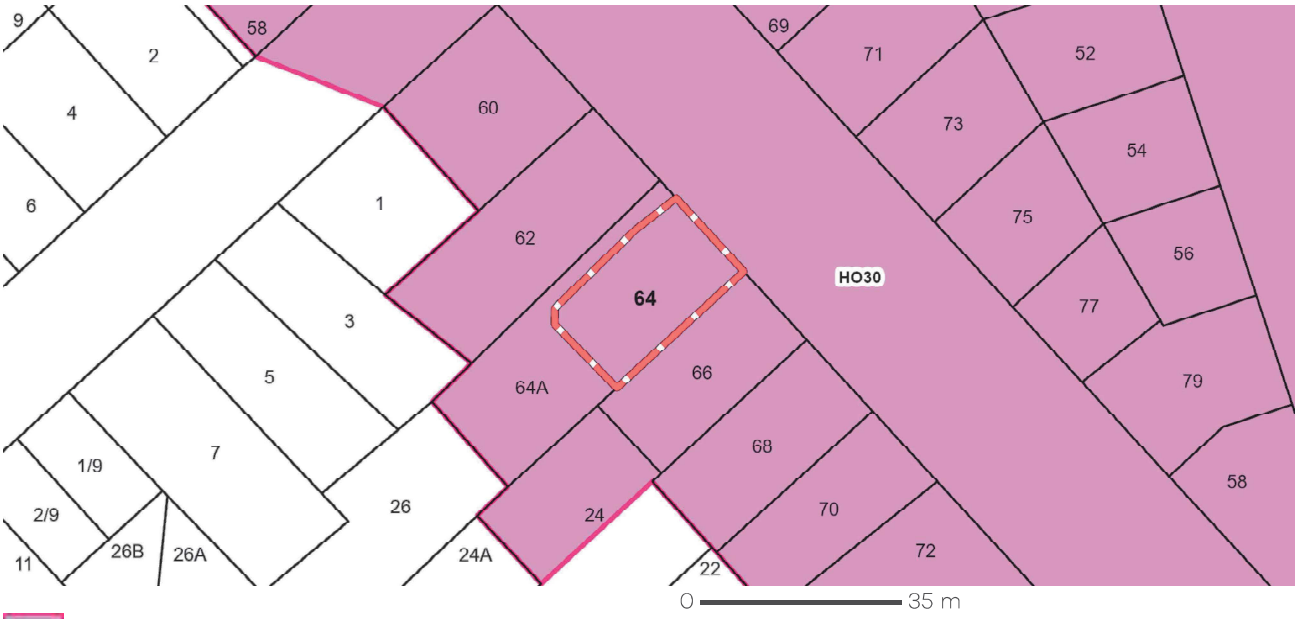
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PLANNING PROPERTY REPORT

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO30)



HO - Heritage Overlay

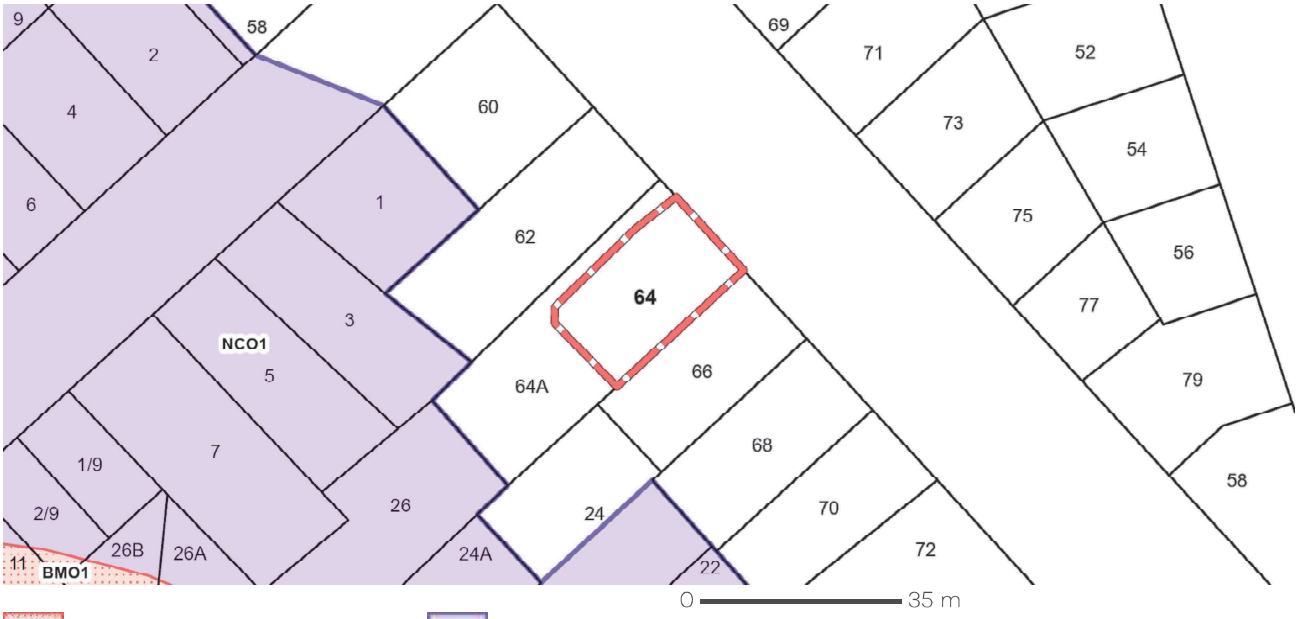
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)



BMO - Bushfire Management Overlay

NCO - Neighbourhood Character Overlay

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 12 September 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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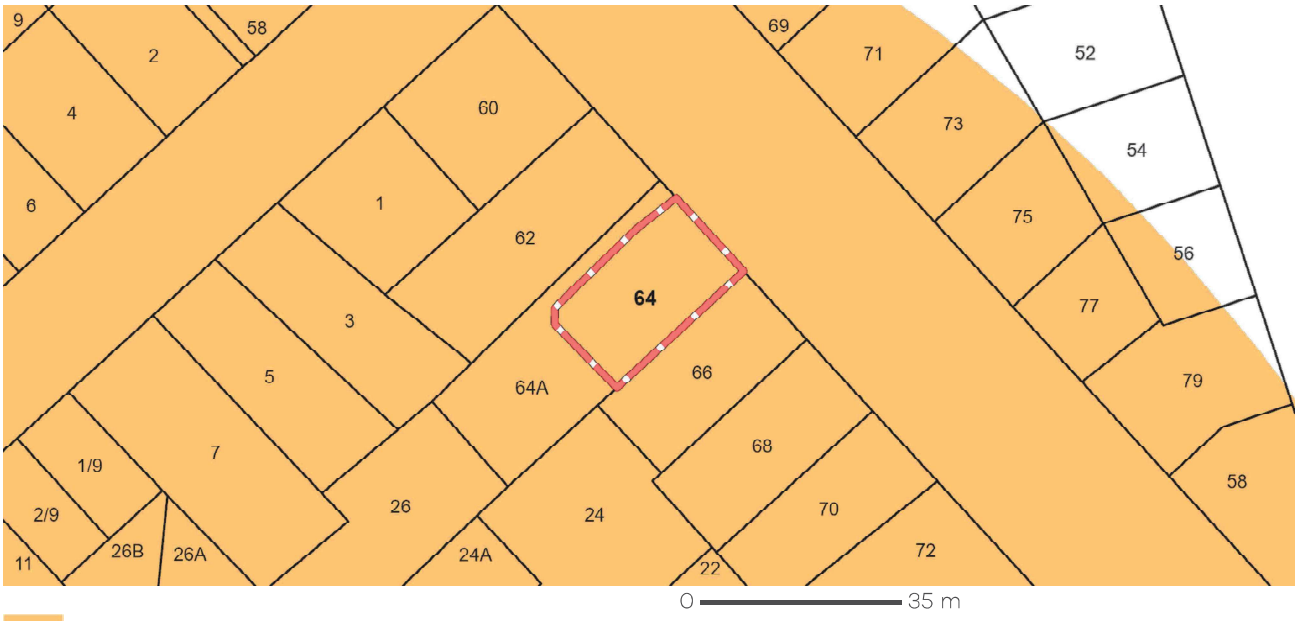
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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)

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 22 September 2025 11:02 AM

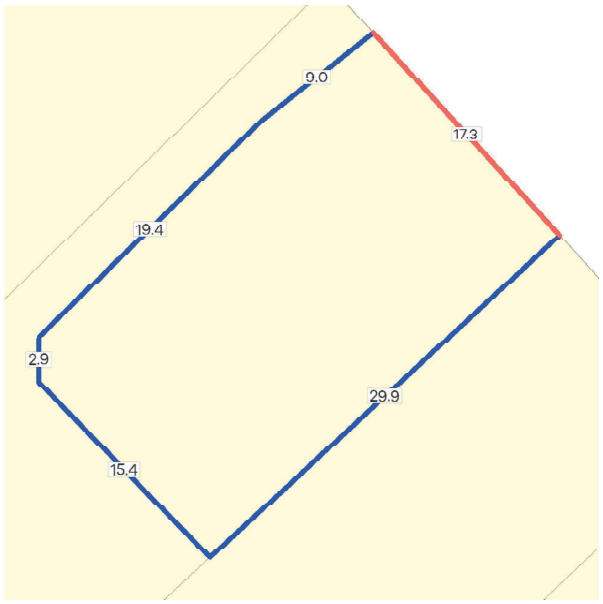
PROPERTY DETAILS

Address:	**64 RUSSELL STREET QUARRY HILL 3550**
Lot and Plan Number:	**Lot 1 PS807921**
Standard Parcel Identifier (SPI):	**1\PS807921**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**251552**
Directory Reference:	**Vicroads 607 T10**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 533 sq. m
Perimeter: 94 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO EAST**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

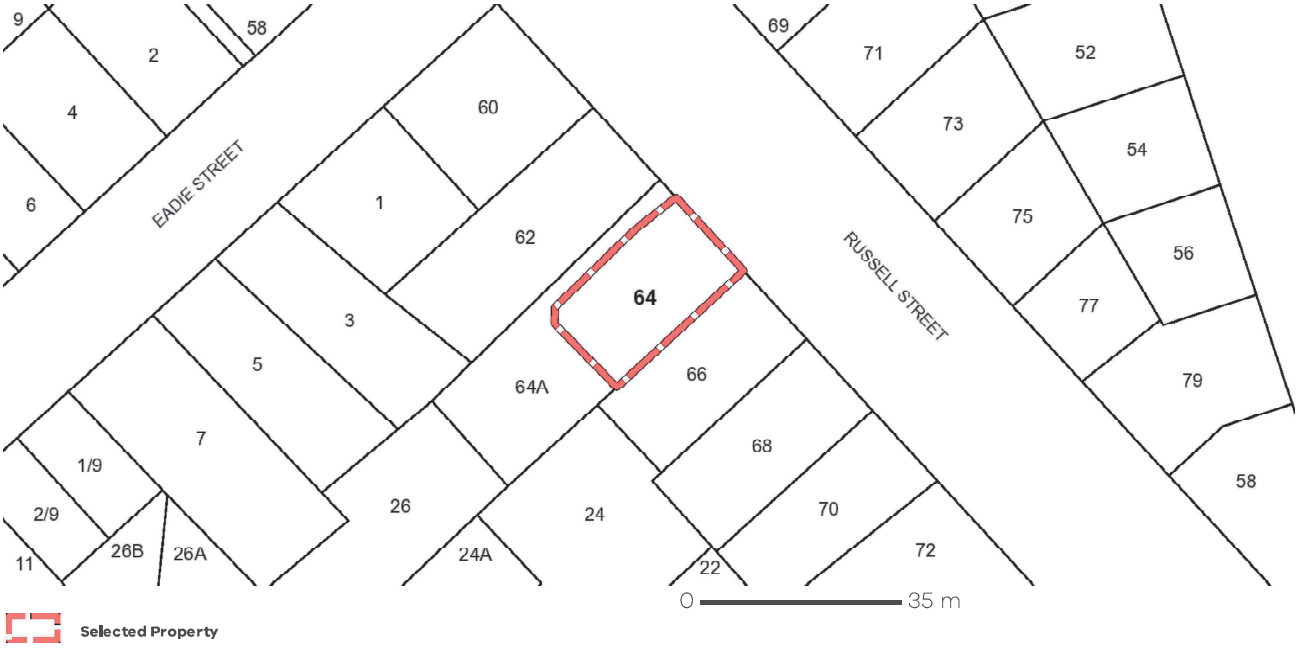
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



Selected Property

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houldIssue Date: 25 September 2025
Your Reference: 78175727-015-0:89584
Certificate Number: 138372

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS: 64 Russell Street, QUARRY HILL 3550
PARCEL DETAILS: Lot 1 PS 807921F
AVPCC: 110.3 - Detached Dwelling (existing)

ASSESSMENT NUMBER 205593 7

Site Value	$295,000	Level of Valuation	01-Jan-2025
Capital Improved Value	$435,000	Valuation Operative	01-Jul-2025
Net Annual Value	$21,750	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	$1,283.45
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$211.25
TOTAL LEVIED	**$1,955.70**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
TOTAL OUTSTANDING	**$1,955.70**

Other Property Debt -	**$0.00**

Total Outstanding for Property **$1,955.70**

Note:In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges **MUST** be paid by the purchaser when that person becomes the owner of the land.
Refer to the back of this Certificate for Prescribed, General and Other Information.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS

BPAY **Biller Code: 268813**
Ref: 2055937

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates Team Directly on 03 5434 6262. Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

PRESCRIBED INFORMATION

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

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

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

GENERAL INFORMATION

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012.**

RATES AND CHARGES

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

OTHER INFORMATION

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.
After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

PLEASE NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.

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Coliban WATER

ABN 96 549 082 360

1300 363 200
www.coliban.com.au
PO Box 2770 BENDIGO DC
Victoria 3554

Bare Legal C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Information Statement Issue Date:
24 September 2025

Your Reference:
78175727-027-3

Settlement Date:
1 October 2025

Information Statement Number:
ISN-0000051895

Property Number:
LOC-000075743

Settlement Payment Reference:
2000000757439

Amount Due:
$407.80

Information Statement

(Special Meter Read)

Service Address: 64 Russell Street, Quarry Hill, VIC, 3550

Owner(s):	**Title(s):**
Price, Jamie	Lot 1, Plan of Subdivision, Plan Number 807921F, Volume 12102, Folio 592, Parish of Sandhurst

Account Calculation:	
Fees and Charges	$283.35
Scheme Arrears	$0.00
Total amount in arrears:	$283.35
Calculated charges from last billing date to 01-10-2025 as detailed on the following page/s.	$124.45
Amount Due:	$407.80

If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed above.

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act (1989) prohibits:
The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Property Number: LOC-000075743
Service Address: 64 Russell Street, Quarry Hill, VIC, 3550

Details for Services provided and their tariffs:

WATER CONSUMPTION FEE

Service Number	Meter Number	Previous Date	Reading	Current Date	Reading
SP-000074850	14009102	24-08-2025	1383	24-09-2025	1385

Date From	Date To	Consumption (Kilolitres)	Rate per kL	Amount
24-08-2025	24-09-2025	2.0000	$ 2.7262	$5.45

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000074850	20mm	24-08-2025	01-10-2025	39	$ 0.7619	$29.71

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000074850	24-08-2025	01-10-2025	39	$ 2.2897	$89.29

Encumbrances and other information:

* All acquisitions and dispositions are to be forwarded to Coliban Water via email: revenue@coliban.com.au

* This Information Statement includes updated figures calculated after special meter read applied.

* Could the applicant please phone for an update on this certificate prior to settlement. Alternatively, you can email revenue@coliban.com.au for an update and provide the ISN number (Information Statement number) and settlement date in your email.

* Information Statements are valid for a period of 90 days from application date for service charges only. The special meter read is an actual read used to calculate water consumption up until the reading date only.

* If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

Regards,



Customer Solutions Department

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

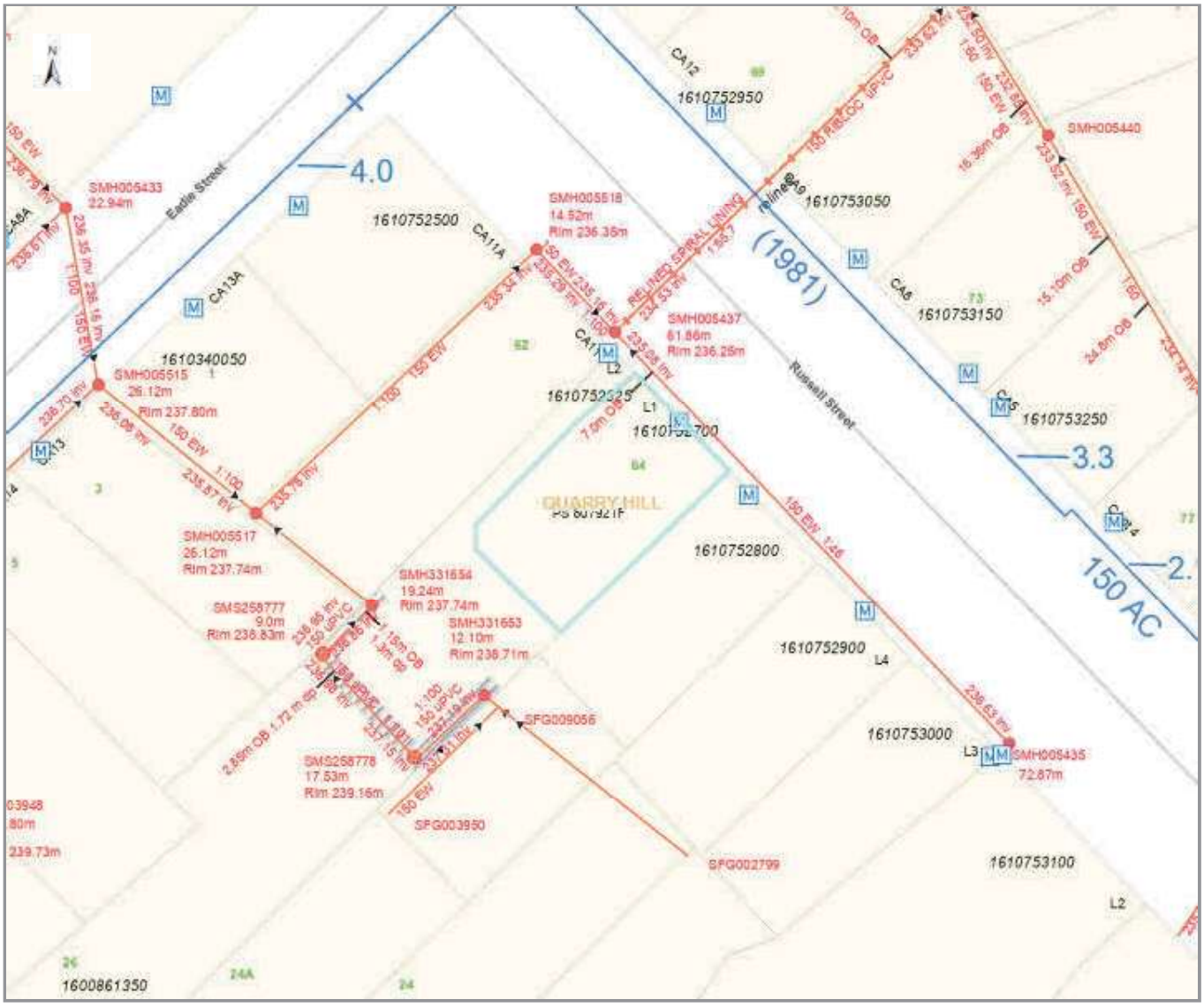
Coliban Region Water Corporation

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

PROPERTY REPORT

Property Address: **64 Russell Street, Quarry Hill, VIC, 3550**

Date Created: 23-Sep-2025



Disclaimer with respect to the information provided:

Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Scale 1: 800

Coliban WATER

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / BARE LEGAL

Your Reference:	25/6142
Certificate No:	93339000
Issue Date:	22 SEP 2025
Enquiries:	ESYSPROD

Land Address: 64 RUSSELL STREET QUARRY HILL VIC 3550

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46420240	1	807921	12102	592	$0.00

Vendor: JAMIE PRICE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JAMIE PRICE	2025	$305,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$455,000
SITE VALUE (SV):	$305,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Notes to Certificate - Land Tax

Certificate No: 93339000

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,365.00

Taxable Value = $305,000

Calculated as $1,350 plus ($305,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,550.00

Taxable Value = $455,000

Calculated as $455,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 93339000

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: 93339000

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / BARE LEGAL

Your Reference:	25/6142
Certificate No:	93339000
Issue Date:	22 SEP 2025
Enquires:	ESYSPROD

Land Address:	64 RUSSELL STREET QUARRY HILL VIC 3550

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46420240	1	807921	12102	592	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110.3	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:	$455,000
SITE VALUE:	$305,000
CURRENT CIPT CHARGE:	**$0.00**

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93339000

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.

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / BARE LEGAL

Your Reference:	25/6142
Certificate No:	93339000
Issue Date:	22 SEP 2025

Land Address:	64 RUSSELL STREET QUARRY HILL VIC 3550

Lot	Plan	Volume	Folio
1	807921	12102	592

Vendor: JAMIE PRICE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Notes to Certificate - Windfall Gains Tax

Certificate No: 93339000

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: 93339000

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: 93339000

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.

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

CITY OF GREATER BENDIGO

Building Information Certificate

Regulation 51(1) | Building Regulations 2018

23-Sep-2025

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Location: 64 Russell Street, QUARRY HILL 3550 (Lot 1 PS 807921F)
Applicant Reference: 78175727-016-7:89483

Building permits, occupancy permits or certificates of final inspection issued in the past 10 years

Application	Description	Status
Building Permit (PBS) S30/1048/2024	Re-Stump of Dwelling	Approved
Certificate of Final / Occupancy Permit (PBS) S73/1276/2024	Re-Stump	Certificate of Final Inspection Issued

Current determinations under Regulation 64(1) or exemptions under Regulation 231(2)

Council has no record of any current statement on this property.

Current notices or orders issued under the Building Act 1993

Council has no record of any current notice or order issued for this property.

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

CITY OF GREATER BENDIGO

Hans Tracksdorf
Municipal Building Surveyor

PLEASE NOTE

This information is provided in good faith. Council accepts no responsibility for any errors or omissions.

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

VIC CENTRAL BUILDING SURVEYING
E:info@viccentral.com.au
W:www.viccentral.com.au
A: Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550

Application Number: BLD20244459

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

Building Permit No. BS-U 42207/8084058751362 24 July 2024

Issue to

Agent of Owner	**JA & LV Key Pty Ltd T/A Down Under Restumping**	
ACN/ARBN	**112 115 527**	
Postal Address	**P.O. Box 2718 Bendigo DC**	Postcode **3554**
Email	**jamie.key@hotmail.com**	
Address for serving or giving of documents: **P.O. Box 2718 Bendigo DC**		Postcode **3554**
Contact Person	**Jamie Key**	Telephone **0417 595 624**

Ownership Details

Owner	**Jamie Price**	
Postal Address	**64 Russell Street Quarry Hill**	Postcode **3550**
Email	**instyleb6@bigpond.com**	
Contact Person	**Jamie Price**	Telephone **0400 377 717**

Property Details

Number **64**	Street/Road **Russell Street**	Suburb **Quarry Hill**	Postcode **3550**
Lot/s **1**	LP/PS **807921F**	Volume **12102**	Folio **592**
Crown allotment	Section No	Parish	County

Municipal District **City of Greater Bendigo**

Builder

Name	**JA & LV Key Pty Ltd**	Telephone **0417 595 624**
ACN/ARBN	**112 115 527**	
Reg. No.	**CDB-L 51906**	
Address	**P.O. Box 2718 Bendigo DC**	Postcode **3554**

This builder is specified under section 24B (4) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for services of directions, notices and orders

Name	**Jamie Key**	Telephone **0417 595 624**
Postal Address	**P.O. Box 2718 Bendigo DC**	Postcode **3554**

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
JA & LV Key Pty Ltd	Domestic Builder - Limited	CDB-L 51906

(b) Who were engaged to prepare documents forming part of the application for this permit **N/A**

Details of Domestic Building Work Insurance N/A

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Details of Relevant Planning Permit N/A

Nature of Building Work
Proposed Re-Stump of Dwelling
Does the building work relate to a small second dwelling? **No**
Storeys contains: **1**
Version of BCA applicable to permit: **2022 Vol. 2**
Cost of Building Work: **$13,393.00**
Total floor area of new building work in m^2: **0**

Conditions and required Certificates
This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class
Part of Building: **Stumps & Footings** Class: **1a(a)**

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory inspection notification stages are:
1. Footings Inspection
2. Final Inspection

All inspections must be booked directly with our office, approximately 24 hours prior to the inspection.

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

Commencement and Completion
This building work must commence by 24 July 2025

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 24 July 2026

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor
Name: **Adrian Sharman**
Address: **Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550**
Email**: info@viccentral.com.au**
Building practitioner registration no.: **BS-U 42207**
Municipal district: **City of Greater Bendigo**
Permit no.:**BS-U 42207/8084058751362** Date of issue of permit: **24 July 2024**



Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

Annexures 'A'
Conditions of Approval
Building Permit No. BS-U 42207/8084058751362 Issued 24 July 2024

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, National Construction Code 2022, Housing Provisions 2022 and other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder are responsible to obtain any other relevant permits or consents prior to commencing work.
2. All construction shall meet the Performance Provisions of Part H1 of the National Construction Code Volume 2, 2022.
3. The building is in a designated area that as likely to be subject to attack by termites and shall be protected in accordance with NCC Volume 2, H1D3 and/or Housing Provisions Part 3.4. The owner is responsible to monitor and maintain future termite activity.
4. Footings are to be founded to depth where a minimum of 100 kPa bearing capacity is achieved.
5. Any damaged bearers and joists to be replaced in accordance with the approved scope of works.
6. All excess soil material shall be removed and a minimum clearance of 150mm shall be maintained beneath any bearers.
7. This Building Permit is for the Re-Stumping of the Existing Building only, along with replacement of any damaged joists and/or bearers where required. This Building Permit does not include replacement of existing joists and/or bearers where existing spans may exceed current Span Tables under AS1684 and/or other relevant building code requirements.
8. Any packing installed beneath bearers must be of incompressible material, with a maximum thickness of 20 mm.
9. All load-bearing walls must be adequately braced during stump and/or sub-floor replacement.
10. The re-stumping works approved under this permit are to be carried out using the current depth of the existing footings upon removal of the existing stumps, footings, and/or sole plates. The owner/s have been made aware that the works are for replacing the existing stumps and sole plates only (unless otherwise noted) due to decay and degradation over time.
    This Condition is to also inform the owner/s of the limitations imposed on the re-levelling of the subject building due to the existing structural conditions (various depths and thicknesses of the existing sub-floor materials, and fixed points of the numerous chimneys, or the like, etc). The floor levels after re-stumping works may exceed those referenced in Part 17.03 of the Guide To Standards and Tolerances 2015 due to the above-mentioned reasons.
    Any additional site investigations and/or soil tests should have been arranged by the owners and provided to the RBS for assessment prior to the issue of this building permit.
11. As a minimum, stumps shall be replaced with additional stumps, as required under load bearing walls.
12. Upon completion of the building works, you are required to notify the VBA of the final cost of building works if the cost exceeds the original estimated cost of works as indicated on this Building Permit (as required under Building Act 1993 (Vic) s.205KA).

Docusign Envelope ID: 95B5EB4E-5AD4-4FE0-A94E-7E510C5F176A

VIC CENTRAL
BUILDING SURVEYING
T: 03 5441 1730
E:info@viccentral.com.au
W:www.viccentral.com.au
A: Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550

Project Number: BLD20244459

Form 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **64**	Street/Road: **Russell Street**	Suburb: **Quarry Hill**	Postcode: **3550**
Lot/s: **1**	LP/PS: **807921F**	Volume: **12102**	Folio: **592**
Crown: allotment	Section: No	Parish:	County:

Municipal District: **City of Greater Bendigo**

Building permit details

Building permit number: BS-U 42207/8084058751362
Version of BCA applicable to building permit: 2022 Vol. 2

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Stumps & Footings	Dwelling	1a(a)

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant building surveyor

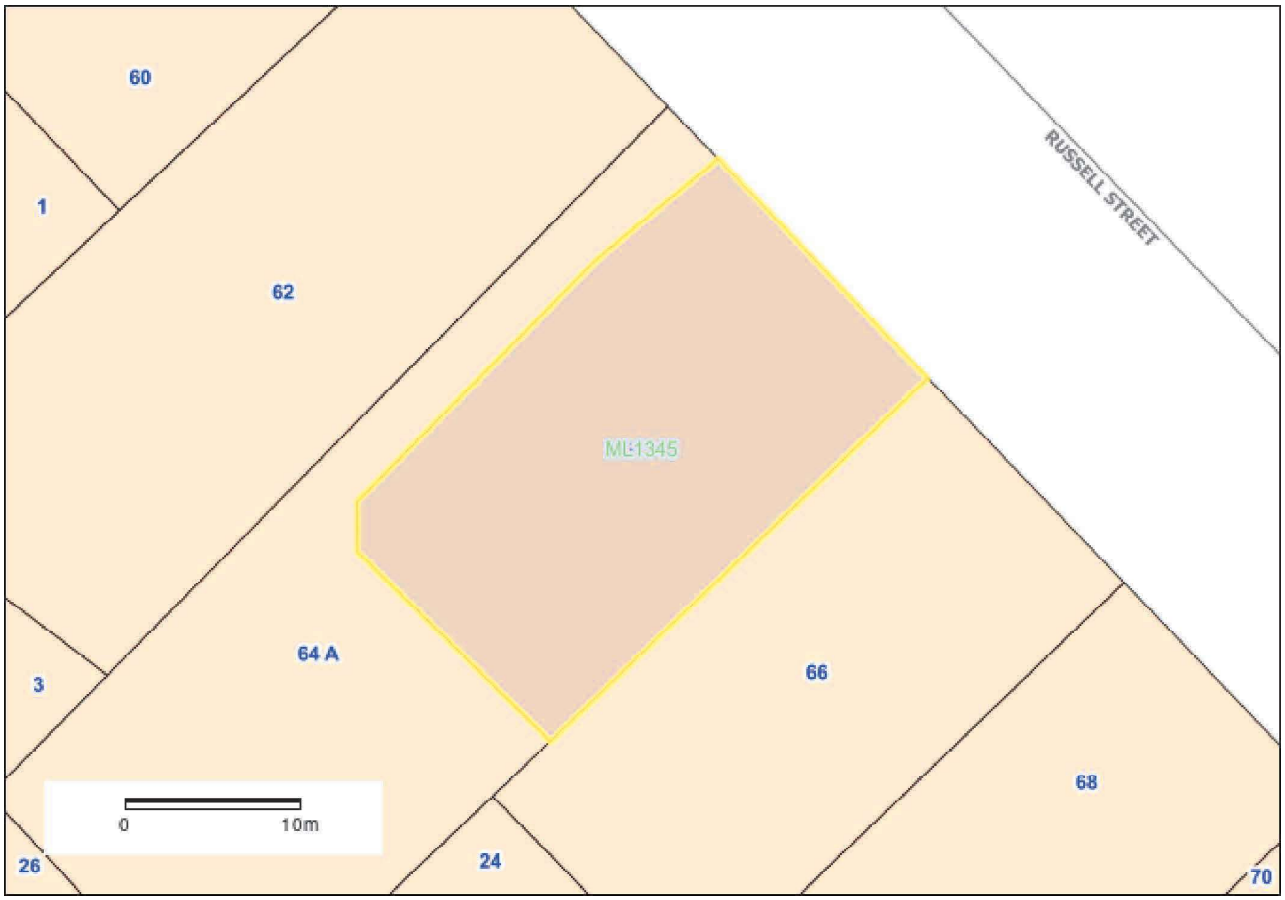
Name:	Adrian Sharman
Address:	Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550
Email:	info@viccentral.com.au
Building practitioner registration no.:	BS-U 42207
Municipal district name:	City of Greater Bendigo
Certificate no.	BS-U 42207/8084058751362
Date of issue:	7 August 2024
Date of final inspection	1 August 2024
Signature:	

Conditions

1. It is the responsibility of the property owner to carry out regular inspections the building and associated building elements, and to ensure effective maintenance is provided and achieved in accordance with AS 3660.
2. It is the responsibility of the property owner to ensure the perimeter of the building, and surface beneath the building, is appropriately drained to prevent ponding of water against and beneath the building.

HISTORIC MINING ACTIVITY ANALYSIS REPORT

Address: 64 RUSSELL STREET QUARRY HILL 3550



Locality Map



Result of Search:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

Details (as at 22 September, 2025)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

Summary of Important Overlaps

Expired Mining Licences and Leases: Tenement Number: MIN5344, Primary Owner: Kralcopic Pty Ltd

Expired Mining Licences and Leases: Tenement Number: ML1345, Primary Owner:

Details of Important Overlaps

Expired Mining Licences and Leases: Tenement Number: MIN5344, Primary Owner: Kralcopic Pty Ltd	
Mining Tenement No.	MIN5344
Type Description	Mining Licence
Act Description	Mineral Resources Sustainable Development Act 1990
Owner	Kralcopic Pty Ltd
Owner Fax	
Application Date	10/12/1985
1st Grant Date	10/08/1987
Last Grant Date	10/08/1987
Expiry Date	16/08/2019
Bond	0
Current Area (hectares)	4275.48
First Granted Area (hectares)	8900.00
Status Description	Renewal Refused
Earth Resources Regulation Region	North
Municipality	Greater Bendigo
1 100 000 Mapsheet	(7724) Bendigo
Land Status	CL and PL
Commodity	Gold
Earth Resources Licensing Officer Phone	1300 366 356

Expired Mining Licences and Leases: Tenement Number: ML1345, Primary Owner:	
Mining Tenement No.	ML1345
Type Description	
Act Description	
Owner	
Owner Fax	
Application Date	
1st Grant Date	
Last Grant Date	
Expiry Date	
Bond	0
Current Area (hectares)	0.00
First Granted Area (hectares)	0.00
Status Description	
Earth Resources Regulation Region	
Municipality	
1 100 000 Mapsheet	
Land Status	
Commodity	
Earth Resources Licensing Officer Phone	

Note: If there is no information displayed, less important overlaps may exist, or activity may be in the same general locality of the selected property.

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Legend

Deep Lead Lines

Deep Lead Lines

Deep Lead Polygons

Deep Lead Polygons

Expired Tailings Licences

Expired Gold Mining Leases - 1860s to 1958

Expired Gold Mining Leases - 1860s to 1958

Expired Mineral Leases - 1860s to 1966

Expired Extractive Industry Tenements

Expired Mining Licences and Leases

Current Extractive Industry Work Authorities

Current Mining Licences and Leases

Mines and Mineral Occurrences

- MAJOR
- INTERMEDIATE
- MINOR
- UNKNOWN

Property - Address

Roads (vmtrans)

- Freeway
- Highway
- Main Road
- Medium Road
- Other Roads

Towns (25K)

- Locality
- Small Town
- Town
- Large Town
- Major Town
- Regional Centre
- City

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HISTORIC MINING ACTIVITY
Form No. 692

22 September, 2025

Property Information:

Address: 64 RUSSELL STREET QUARRY HILL 3550

It is advised that:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

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