



Contract of Sale of Land

Property:

5 Thornbury Lane, Highton VIC 3216

Choice Conveyancing
72A Little Ryrie Street
GEELONG VIC 3220
Tel: 03 5246 8700
PO Box 1243, Geelong VIC 3220
Ref: CS:250331

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: **Colleen Anne Berger**

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Barnett Real Estate
Address: Unit 2 A, 242 Ryrie Street, Geelong VIC 3220
Email: jason@barnettproperty.com.au
Tel: 03 5222 1488 Mob: 0417 585 221 Fax: Ref: Jason Barnett

Vendor

Name: Colleen Anne Berger
Address: 5 Thornbury Lane, Highton VIC 3216
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Choice Conveyancing
Address: 72A Little Ryrie Street, Geelong VIC 3220
PO Box 1243, Geelong VIC 3220
Email: info@choiceconveyancing.com.au
Tel: 03 5246 8700 Ref: 250331

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	8593	Folio	335	71	LP 69334

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 5 Thornbury Lane, Highton VIC 3216

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

All fixed floor coverings, Electric light fittings, Window furnishings, and all fittings and fixtures of a permanent nature

Payment

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

Deposit bond

- ☐ General condition 15 applies only if the box is checked

Bank guarantee

- ☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

GST withholding (General Condition 25)

- ☐ If this box is ticked then the vendor is not required to give the purchaser a written notice which complies with section 14-255(1) of schedule 1 of the Taxation Administration Act 1953 (Cth).
- ☒ If this box is ticked then the vendor notifies the purchaser in accordance with section 14-255(1) of schedule 1 of the Taxation Administration Act 1953 (Cth) that the purchaser is not required to make a withholding payment in relation to the supply of the property under section 14-250 of schedule 1 of the Taxation Administration Act 1953 (Cth).
- ☐ If this box is ticked then Special Condition 5 applies in relation to the supply of the property.

Settlement (general conditions 17 & 26.2)**is due on****Subject to Special Condition 12**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1 Purchaser Acknowledgements

1.1 The Purchaser acknowledges that they are purchasing the Property:

- (1) as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf;
- (2) in its present condition and state of repair;
- (3) subject to all defects latent and patent;
- (4) subject to any infestations and dilapidation;
- (5) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the Property;
- (6) subject to all registered and implied easements existing over or upon or affecting the land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the land;
- (7) subject to any restriction on the use or development of the property under any planning scheme affecting the property;
- (8) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (9) subject to the buildings, improvements, fixtures (including any swimming pool fence) and any other works as they stand, whether or not building permits, occupancy permits, certificates of occupancy or certificates of final inspection or certificate of compliance have been obtained for any building work (as defined by the *Building Act 1993*) and/or domestic building work (including swimming pool barrier fencing) that has been carried out on the property; and
- (10) subject to any non-compliance with Part 9A Division 2 of *Building Regulations 2018*.

1.2 The Vendor gives no warranty that the improvements on the land comply with current building legislation.

1.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

2 Identity of Land

The Purchaser admits that the Land as offered for sale and inspected by it is identical with that described in the title particulars given in the Particulars of Sale above. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

3 Purchaser has received Section 32 Statement

The Purchaser acknowledges to have received, before signing this Contract or any earlier contract note, heads of agreement or similar document, the Vendor's Statement pursuant to section 32 of the *Sale of Land Act 1962* signed by the Vendor a copy of which is attached to this Contract.

4 Reasonably Foreseeable Loss

4.1 The Purchaser acknowledges that:

- (1) if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer loss and expense; and
- (2) each item of expense described in special condition 4.2 is agreed to be a "reasonably foreseeable loss" for the purposes of General Condition 32 of this Contract.

4.2 In addition to the interest chargeable under this Contract, the Purchaser must pay or reimburse the Vendor on demand for:

- (1) the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
- (2) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another Property;
- (3) any costs, expenses, penalties and interest incurred by the Vendor to a third party, or
- (4) any loss incurred by way of failure to complete a subsequent transaction due to delay caused by the Purchaser;
- (5) penalties, expenses, charges and interest incurred and payable by the Vendor in discharging any mortgages affecting the land sold; and
- (6) rebooking fees and settlement fees payable to the Vendor's representative in the sum of \$385.00 for each and every rebooking of settlement, along with any such fees levied by the Vendor's mortgagee or agent, and third parties.

5 General Conditions Excluded or Varied

5.1 The parties agree that the following general conditions do not apply to this Contract:

- (1) General condition 12 (Builder warranty insurance)
- (2) General condition 13 (General law land)
- (3) General condition 15 (Deposit bond)
- (4) General condition 16 (Bank guarantee)
- (5) General condition 30 (Terms contract)
- (6) General conditions 31.4, 31.5 & 31.6 (Loss or damage before settlement)

5.2 Should General Conditions 21 and 22 apply to this Contract the parties acknowledge the time frame allowed in Condition 21.2 and 22.2 are amended to 7 days in lieu of 14 days.

5.3 General Condition 27 is amended to include:

27.6 *For the avoidance of doubt the entry, uploading, or sending of any document, statutory certificate, statement of adjustments, or any electronic correspondence whatsoever via the PEXA platform or alternate ELNO platform will not constitute service of same under this condition*

5.4 If the deposit paid is more than 10% of the price then the parties agree that general condition 35.4(a) is amended to read:

35.4(a) *The deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract.*

5.5 If the deposit paid is less than or equal to 10% of the Purchase price then General Condition 35.4(a) (Default not remedied) replace the word "up" with the word "equal".

6. No Representation

It is hereby agreed between the parties hereto that there are no Conditions, Warranties, or other terms affecting this Sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or his Agent except such as are made Conditions of this Contract.

7. Unfair Contract Terms

(a) The Purchaser acknowledges and agrees that:

- (i) this is not a standard form contract under the Australian Consumer Law; and
- (ii) had the opportunity to receive independent advice and negotiate this Contract; and
- (iii) the Contract is reasonably necessary protect the legitimate interests of the Vendor.

(b) If any part of this Contract is deemed to be an unfair term or void for the purpose of the Australian Consumer Law:

- (i) that part will be severed from this Contract; and
- (ii) all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.

8 Corporation purchaser (if applicable)

If the Purchaser is or includes a corporation then the person or persons signing this Contract for and on behalf of that corporation ("the signatory") warrants that:

- (i) the signatory has authority to sign this Contract on behalf of the corporation;
- (ii) the signatory has authority to sign this Contract on behalf of the corporation;
- (iii) this Contract is binding on the corporation;
- (iv) within 7 days from the Day of Sale the signatory will procure the execution by the corporation's directors and principal shareholders of a Guarantee & Indemnity in the form annexed to this Contract or, if there is no such annexure, in the form reasonably required by the Vendor;
- (v) failure to provide signed Guarantee & Indemnity within 7 days from Date of Sale will constitute a default in Contract;

and if any of the aforesaid warranties are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

9. TENANT CURRENTLY IN POSSESSION OF PROPERTY

- If the Property is sold subject to the Residential Tenancy Agreement, Commercial Tenancy Agreement and /or Schedule of Leases (as the case may be) as detailed in and as attached to the Vendors Statement ("the Lease", and where more than one such tenancy applies, jointly and severally).
- 9.1 The Purchaser hereby acknowledges being provided with a copy of the Lease prior to entering into this Contract, has read and understood the Lease and the Purchaser shall be deemed to have entered into this Contract on its own judgement and shall not be entitled to make any objection, requisition or claim for compensation nor will the Purchaser delay settlement or purport to end this contract in respect to any matter referred to in or arising out of the Lease.
- 9.2 The Vendor will, until the Settlement Date, observe and perform all obligations of the Landlord or Lessor (as the case may be) contained and implied in the Lease and the Purchaser shall assume the obligations and entitlements of the Vendor as Landlord or Lessor under the Lease immediately following settlement of this Contract.
- 9.3 On and from the Settlement Date the Purchaser (and any Guarantors of the Purchaser under this Contract) shall indemnify and hold harmless the Vendor from and against any damage, loss, cost or liability or expense incurred or suffered by the Vendor in relation to the Lease and in particular, but not limited to breach, non-observance or non-performance of or other default in the observance or performance of those obligations by the Purchaser. This Special Condition shall not merge on Settlement.
- 9.4 The Vendor shall be entitled to all rental, Tenant paid outgoings and other income derived from the Property in respect of the period up to and including the day of completion and settlement of this Contract and the Purchaser shall be so entitled after that date. In the event that rental, Tenant paid outgoings that have already been released to the Vendor or other income derived from the Property have been paid in respect to a period expiring after the day of completion and settlement of this Contract the Vendor will at Settlement credit to the Purchaser a proportion of such sums representing the number of days of the Purchaser's entitlement hereunder.
- 9.5 All chattels, fixtures, fittings, plant, equipment and machinery, utensils, shelving, personal effects and other materials or articles on or in the Property and owned by any of the tenants or leased by any of the tenants from a third party are excluded from this sale and if there is any doubt as to what constitutes the Tenant's items above it is agreed that it is the Purchaser's responsibility to clarify the same and the Purchaser agrees not to have or bring any action or claim against the Vendor whatsoever in relation thereto.
- 9.6 The Purchaser acknowledges that the Vendor shall have the right from the Day of Sale up to and including the Settlement Date to manage the Property, deal with the Tenants, review rentals in the ordinary course of business under the Lease and in accordance with good property management and business principles and otherwise do all things which may be reasonable and necessary or ancillary to the management of the Property as an income producing investment whilst so leased and without limiting the foregoing, except where the Purchaser has indicated in writing in this Contract that the Purchaser is entitled to Vacant Possession otherwise and subject to the written approval of the Purchaser (which approval shall not be unreasonably withheld), the Vendor may be between the Day of Sale and up to and including the Settlement Date, grant a new Lease on commercial terms, make reasonable variations to the Lease and accept surrenders of Lease.
- 9.7 Where the Purchaser is the Tenant (or a directly or indirectly related or associated person or entity of the Tenant or any one of the Tenants) under the Lease, the Purchaser shall, in addition to all other monies owing to the Vendor under this Contract, credit to the Vendor at settlement all and any monies whatsoever owing under the Lease up to and including the actual day of settlement by way of Credit adjustment to the Vendor on the Settlement Statement.
- 9.8 If the Property is sold subject to a Lease that provides that the Tenant is responsible for payment of certain rates, taxes, charges and assessments and other outgoings (together "the Outgoings") for the Property or portion of the Property, the Vendor and the Purchaser agree that in relation to the relevant portion of the Property no adjustment of outgoings will occur at settlement and the Vendor is not obliged to pay outstanding Outgoings at settlement.
- 9.9 The Vendor makes no warranties or representations in relation to the Lease, or any Lessee or Tenant, or the Property itself, or that it as Landlord/Rental Provider/Lessor is in compliance with any or all tenancy related legislation or that any of the Tenants will have observed all the terms and conditions of the Lease on the Settlement Date. The Purchaser will not make any objections, requisitions or claim for compensation or will the Purchaser delay settlement nor purport to end this contract if the Vendor or any Tenant is in default under the Lease on the Settlement Date or if the Vendor has not complied with any tenancy related legislation.

- 9.10 Should any tenant be in arrears in the payment of any monies payable under any Lease as at the Settlement Date and the Vendor wishes to commence legal proceedings against any tenant or guarantor of the Tenant for the recovery of all or part of the moneys, notwithstanding Section 141 of the *Property Law Act, 1958*, the Purchaser authorises and agrees to allow the Vendor to commence such proceedings (in the Purchaser's name, if desired) at the Vendor's expense and the Purchaser agrees, at no charge, to do all things reasonably required by the Vendor to obtain recovery of such moneys. Despite any law to the contrary, the Vendor retains all rights under the Lease in relation to events occurring before the settlement and completion of this contract and this provision shall not merge upon settlement.
- 9.11 If after settlement and completion of this Contract the Purchaser is expected to or does receive rent from the Tenant or Lessee in respect of a period the whole or part of which occurred on or prior to the day of settlement and completion of this Contract, the Purchaser shall credit and pay to the Vendor on the day of settlement and completion of this Contract such rent or as the case may be a proportion thereof, such sum representing the number of days of the Vendor's entitlement hereunder and if such credit does not take place at settlement and the Purchaser does subsequently receive any payments made to it for arrears of rent or Outgoings, in respect of a period the whole or part of which occurred on or prior to the day of settlement and completion of this Contract, the Purchaser agrees to hold any such moneys in trust for the Vendor and shall immediately account to the Vendor for them without any notice or demand being made by the Vendor.
- 9.12 The Purchaser agrees that in the event that an original copy of the Lease or any associated documents cannot be delivered to the Purchaser on the Settlement Date, the Purchaser will accept the copy of the Lease as included in the Vendor's Statement under Section 32 of the *Sale of Land Act* attached to this Contract as a true and full copy of the Lease and will not and cannot delay settlement for any reason related to the inability or failure of the Vendor to provide such original document or documents.

10 Rate Certificates

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. Should the purchaser fail to obtain and provide certificates then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded.

The Purchaser acknowledges that in such instance they forfeit any right and or ability to adjust after settlement or at settlement.

If the property is not separately assessed in respect of any rates, levies, body corporate insurance premiums, body corporate fees or other outgoings then for the purposes of apportionment, the outgoings shall be apportioned between the Vendors and the purchasers in the same proportion that the lot liability of the property shown on the subdivision bears to the total liability of all the lots shown on the subdivision.

11 Adjustment of Land Tax and Windfall Gains Tax

- (1) For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- (2) General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

12 Dates for Performance Holiday Season

The parties agree as fundamental terms of this contract to the following in precedence over any provision of this contract including the particulars of sale:

- (a) Any special condition date, loan approval date, or general condition date performance for which falls on or between 22 December 2025 and 11 January 2026 is varied to 12 January 2026;
- (b) Any settlement date which falls on between 22 December 2025 and 15 January 2026 is varied to 16 January 2026.

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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. 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 lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgement network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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.

ANNEXURE A

DEED OF GUARANTEE AND INDEMNITY

TO: The Vendor named in the Schedule to this Deed ("the Vendor")

The Guarantor named in the Schedule to this Deed ("the Guarantor" which expression shall include and bind the guarantor and the Guarantor's heirs, executors, administrators and personal representatives and where a company its successors and permitted assigns)

IN CONSIDERATION of the Vendor having agreed at the request of the Guarantor to enter into the Contract of Sale attached to this Deed ("the Contract") for the sale of the property described in the Contract ("the Property") to the Purchaser named in the Schedule to this Deed ("the Purchaser") and for all other good and valuable consideration, **HEREBY ABSOLUTELY AND UNCONDITIONALLY GUARANTEES** the due and punctual payment by the Purchaser to the Vendor of all moneys due and payable or from time to time to become due and payable by the Purchaser to the Vendor under the Contract and any costs and damages which may become due and payable on any default repudiation or otherwise, and the due and punctual performance by the Purchaser of all obligations of the Purchaser to the Vendor under the Contract **AND** as a separate and independent obligation **HEREBY UNCONDITIONALLY INDEMNIFIES** the Vendor and agrees to keep the Vendor always indemnified against any loss which the Vendor may suffer arising out of or in relation to the Contract or because the aforesaid obligations under the Contract are unenforceable in whole or in part or because any moneys due and payable or from time to time become due and payable under the Contract are not recoverable for any reasons whatsoever (including but not limited to legal limitation, disability, immunity or incapacity) or having been recovered are repaid for any reason, including all costs charges or expenses which the Vendor may incur as a consequence of the non-performance or non-observance by the Purchaser of the aforesaid obligations or the Contract provisions and the Guarantor shall upon demand pay to the Vendor the aforesaid moneys or the amount of any loss which is the subject of this indemnity.

It is further declared that:

1. The liability of the Guarantor under this Deed shall not in any way be prejudiced or affected by any act matter or thing, failure or omission which, but for this provision, might operate to exclude the Guarantor from the aforesaid obligations, including, without limitation, by:
 - 1.1 the granting of time or other indulgence or concession to the Purchaser, the Guarantor, or any other person or corporation;
 - 1.2 compounding or compromising with or releasing or discharging the Purchaser, the Guarantor or any other person or corporation from liability under this Deed or from compliance with the provisions of the Contract as the same may be varied, amended, novated, replaced or renewed from time to time, or releasing, varying or renewing in whole or in part any security, document of title, asset or right held by the Vendor;
 - 1.3 the winding up, liquidation, bankruptcy, death, lunacy, disability or other incapacity of the Purchaser, the Guarantor or any other person or corporation;
 - 1.4 the Vendor or any other person or corporation taking or failing to take a guarantee or indemnity from any other person or corporation;
 - 1.5 a judgment obtained by the Vendor against the Purchaser or the Guarantor;
 - 1.6 the moneys hereby guaranteed or any part thereof not being recoverable or that the Purchaser or Guarantor or any other person liable to pay such moneys being discharged from all or any of their respective obligations to make payment or for any reason other than that payment has been made;
 - 1.7 the fact that the Contract or the obligations of the Purchaser thereunder or the obligations of the Guarantor under this Deed are or become wholly or partially illegal, void, voidable, defective or unenforceable;

- 1.8 any amendment to, novation or replacement, of the Contract or this Deed with or without the consent of the parties;
 - 1.9 the failure by the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract;
 - 1.10 the nomination of a substitute purchaser of the Property by the Purchaser;
 - 1.11 the liability of the Purchaser under the Contract ceasing for any reason; or
 - 1.12 the failure of any person named as Guarantor to execute this Guarantee and Indemnity.
2. The aforesaid obligations of the Guarantor are principal obligations and may be enforced against the Guarantor without the necessity of the Vendor first taking action against the Purchaser in respect of the Purchaser's obligations under the Contract, and notwithstanding the termination or completion of the Contract.
 3. This Deed shall continue to be binding notwithstanding that the moneys secured thereby may be assigned or transferred to another person or that the Contract may be assigned or transferred to any person either at the time of or subsequent to the firstmentioned assignment or transfer, and the Guarantor agrees to waive each and all of his rights as Guarantor whether legal, equitable, statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Deed or which in any way restricts the Vendor's rights, remedies or recourse.
 4. This Deed is a continuing guarantee and indemnity for the purpose of securing payment of the whole of the moneys hereby guaranteed and the due and punctual performance of the whole of the obligations of the Purchaser under the Contract and shall remain in full force and effect until those obligations have been met in full by the Purchaser.
 5. The Guarantor shall not, during the term of this Deed, without first obtaining the Vendor's consent, take action to enforce any rights against the Purchaser for money paid by the Guarantor to the Vendor under this Deed, or prove in the liquidation of the Purchaser, or exercise any other rights, in competition with the Vendor.
 6. If the Purchaser goes into liquidation the Guarantor authorises the Vendor to prove for all moneys which have been paid under this Deed or which are owing to the Vendor by the Purchaser and not paid and to retain and carry to a suspense account and appropriate at the Vendor's discretion any dividends and other moneys received until the Vendor has been paid in full in respect of the money owing by the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Deed.
 7. Any failure, omission or delay by the Vendor in exercising its rights under the Contract or this Deed shall not be deemed to be a waiver of those rights. No waiver by the Vendor of one breach by the Purchaser or Guarantor of any covenant, obligation or provision contained or implied in the Contract or this Deed shall operate as a waiver of another breach by the Purchaser or Guarantor of the same or any other covenant, obligation or provision contained or implied in the Contract or this Deed. The exercise of a right by the Vendor does not preclude the exercise of the same or any other right under the Contract or this Deed.
 8. Any other guarantee, indemnity or security obtained or taken by the Vendor to secure the obligations provided by this Deed shall not in any way prejudice or affect this Deed but shall be deemed to be collateral thereto.
 9. The Guarantor acknowledges and warrants to the Vendor that as a consequence of the Vendor entering into the Contract with the Purchaser there is a benefit flowing to the Guarantor.
 10. The Guarantor further acknowledges and agrees that the Vendor shall not be liable for any loss or damage of any kind whatsoever suffered by the Guarantor due to a release or dealing with any guarantee or security.

11. The Guarantor must not assign the obligations or benefits of the Guarantor contained in this Deed without the prior written consent of the Vendor. The Vendor is not so restricted and may assign the whole or any part of its rights, benefits and obligations without the Guarantor's consent.
12. The Guarantor shall when required by the Vendor execute all documents and perform all acts as may be required by the Vendor to give effect to this Deed. The Vendor need not execute this Deed.
13. Any notice, demand, consent or communication required or to be given under this Deed must be:
 - 13.1 in writing;
 - 13.2 delivered personally or sent by prepaid post or by facsimile to the recipient at its address or facsimile number set out in the Schedule to this Deed or to such other address or facsimile number as the recipient may by written notice advise another party from time to time.
14. A notice, demand, consent or communication given as above is taken to be received:
 - 14.1 if hand delivered, on the day of delivery if delivered before 4.00 pm on a business day and otherwise on the business day next following;
 - 14.2 if sent by prepaid post, 3 days after the date of posting; or
 - 14.3 if sent by facsimile, on the day on which the message confirmation is received if received before 4.00 pm on a business day and otherwise on the business day next following.

"business day" means a day (other than a Saturday or Sunday) on which banks (as defined in the Banking Act 1959 (C/wlth)) are generally open for business in Melbourne.

These provisions are in addition to any other mode of service permitted by law.

A notice, demand, consent or communication made or given under this Deed shall be signed by the party making or giving the notice, or, in the case of a company by a director, secretary, chief executive officer or manager of the company or a person authorised to do so, or the solicitors for a party. The authority of the person or solicitors signing the notice shall not be questioned by the recipient.
15. Where this Deed is executed by two or more persons as guarantors:
 - 15.1 the expression "the Guarantor" referred to herein shall include all of those persons and the liability of those persons is a joint liability of all of them and a several liability of each of them;
 - 15.2 each of those persons is not released from liability if this Deed ceases to bind any one or more of them as a continuing security; and
 - 15.3 a notice, demand, consent or communication under this Deed if given to any one or more of those persons is deemed to have been given to all of them.
16. A reference to winding up, liquidation or bankruptcy includes winding up, liquidation, bankruptcy, official management, receivership, administration, dissolution, scheme of arrangement, insolvency or anything having a substantially similar effect to any of those conditions or matters.

ANNEXURE A

SCHEDULE

Vendor:

Full Name: Colleen Anne Berger

Address: C/- Choice Conveyancing 72A Little Ryrie Street Geelong VIC 3220

Facsimile Number: (03) 5246 8700

Purchaser:

Full Name:

Address:

Guarantor:

Full Name:

Address:

Guarantor:

Full Name:

Address:

EXECUTED AS A DEED and dated the

20

SIGNED SEALED AND DELIVERED by)
in the presence of:).....

Signature of

.....
Signature of Witness

.....
Name of Witness (Block letters)

.....
Address of Witness

SIGNED SEALED AND DELIVERED by)

in the presence of:).....

Signature of

.....
Signature of Witness

.....
Name of Witness (Block letters)

.....
Address of Witness

Vendor:

COLLEEN ANNE BERGER

Vendor's Section 32 Statement

Property:

5 Thornbury Lane
HIGHTON VIC 3216

Choice Conveyancing
72A Little Ryrie Street
GEELONG VIC 3220

Telephone: 03 5246 8700

Facsimile: 03 5222 4466

Email: info@choiceconveyancing.com.au

Ref: 250331 Berger



**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

Vendor: COLLEEN ANNE BERGER

Property: 5 THORNBURY LANE, HIGHTON VIC 3216

1. Financial matters in respect of the land

- (a) Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are as follows:

1. Greater Geelong City Council
2. Barwon Water

Their total does not exceed \$5,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is; 110

3. The Entry Date of the land was; N/A

2. Insurance details in respect of the land

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected

- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

No such insurance has been effected.

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- i. Description: As set out in the attached copy of the Title document
- ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

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

- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the ***Building Act 1993***

- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: Greater Geelong City Council Planning Scheme
 - (ii) name of the responsible authority: Greater Geelong
 - (iii) zoning of the land: Neighbourhood Residential Zone – Schedule 8
 - (iv) name of any planning overlay affecting the land: Contained in the attached certificate/s.

4. Notices made in respect of land

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

Unless contained in the attached certificate/s and/or statement/s, none to the Vendor's knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

None to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

6. Information relating to any owners corporation

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. Disclosure of non-connected services

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

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the **Transfer of Land Act 1958**, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) in the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** —
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) in the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed —
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. 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 is attached as a matter of convenience.)

The day of this Statement is the 28th day of October 2025

Signed by the Vendor..... *E. Butt* as agent for Colleen Anne Berger.
COLLEEN ANNE BERGER

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is the day of.....20

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

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

VOLUME 08593 FOLIO 335

Security no : 124128925242V
Produced 13/10/2025 02:15 PM

LAND DESCRIPTION

Lot 71 on Plan of Subdivision 069334.
PARENT TITLE Volume 08551 Folio 693
Created by instrument LP069334 15/12/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
COLLEEN ANNE BERGER of 5 THORNBURY LANE HIGHTON VIC 3216
AK683782T 29/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP069334 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: 5 THORNBURY LANE HIGHTON VIC 3216

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Triconvey2 (Reseller) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP069334
Number of Pages (excluding this cover sheet)	1
Document Assembled	23/10/2025 15:36

Copyright and disclaimer notice:

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

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

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Secure Electronic Registries
Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Date of Issue: 23 October 2025
Council Reference: BIR-2025-8572
Your Reference: 78534306-014-9

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the *Building Regulations 2018* and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **23 October 2025**.

PROPERTY INFORMATION

Property Address **5 Thornbury Lane, HIGHTON VIC 3216**
Title Information Lot 71 LP 69334 Volume / Folio CT-8593/335

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description **N/A**
Issue Date **N/A** Permit Number **N/A**
Council Reference Number **N/A**
Certificate of Final/Occupancy Issue Date **N/A**

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date **N/A** Subdivision of Existing Buildings Date **N/A**

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type **N/A**
Description **N/A**
Council Reference Number **N/A** Issue Date **N/A**

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type **N/A**

Current Status **N/A**

Compliance Due Date **N/A**

Council Reference Number **N/A**

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 5272.

BUILDING SERVICES
137-149 MERCER STREET
GEE LONG VIC 3220

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



2025-2026 LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **24-Oct-2025**

Certificate No: **238177**

Applicants Ref:

78534306-012-5:210686

Assessment Number: **24234**

Property Address: **5 Thornbury Lane, HIGHTON VIC 3216**

Property Description: **Lot 71 LP 69334**

AVPCC / Land Use: **110 - Detached Dwelling**

Applicant:

**Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002**

Operative Valuation Date:	01-Jul-2025
Level of Valuation Date:	01-Jan-2025
Capital Improved Value:	725,000
Site Value:	500,000
Net Annual Value:	36,250

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

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

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The current rating year is for the period **01/07/2025 to 30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025, 30/11/2025, 28/02/2026 and 31/05/2026**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **22-Jan-2026**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: **transfers@geelongcity.vic.gov.au**

CITY OF GREATER GEELONG**2025-2026 LAND INFORMATION CERTIFICATE (cont.)**

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **24-Oct-2025**

eService

Certificate No: **238177**

Property Address: **5 Thornbury Lane, HIGHTON VIC 3216**

Assessment Number: **24234.7**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,524.50
	State Government Levies	261.40
	Waste Management	509.55
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-316.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	-693.20
	Overpayment	0.00
All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
Total Due:		1,286.25

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Billers Code: 17475

Reference: 100000242347

Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 78534306-012-5:210686

Page 2 of 2

**Standard Property
Sec 121 LGA 2020**

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1192465

APPLICANT'S NAME & ADDRESS

CHOICE CONVEYANCING C/- TRICONVEY2 (RESELLER) C/-
LANDATA

DOCKLANDS

VENDOR

BERGER, COLLEEN ANNE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

562034

This certificate is issued for:

LOT 71 PLAN LP69334 ALSO KNOWN AS 5 THORNBURY LANE HIGHTON
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

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

23 October 2025

Sonya Kilkeny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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



From www.planning.vic.gov.au at 28 October 2025 03:03 PM

PROPERTY DETAILS

Address: **5 THORNBURY LANE HIGHTON 3216**
 Lot and Plan Number: **Lot 71 LP69334**
 Standard Parcel Identifier (SPI): **71\LP69334**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **240492**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 451 C8**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

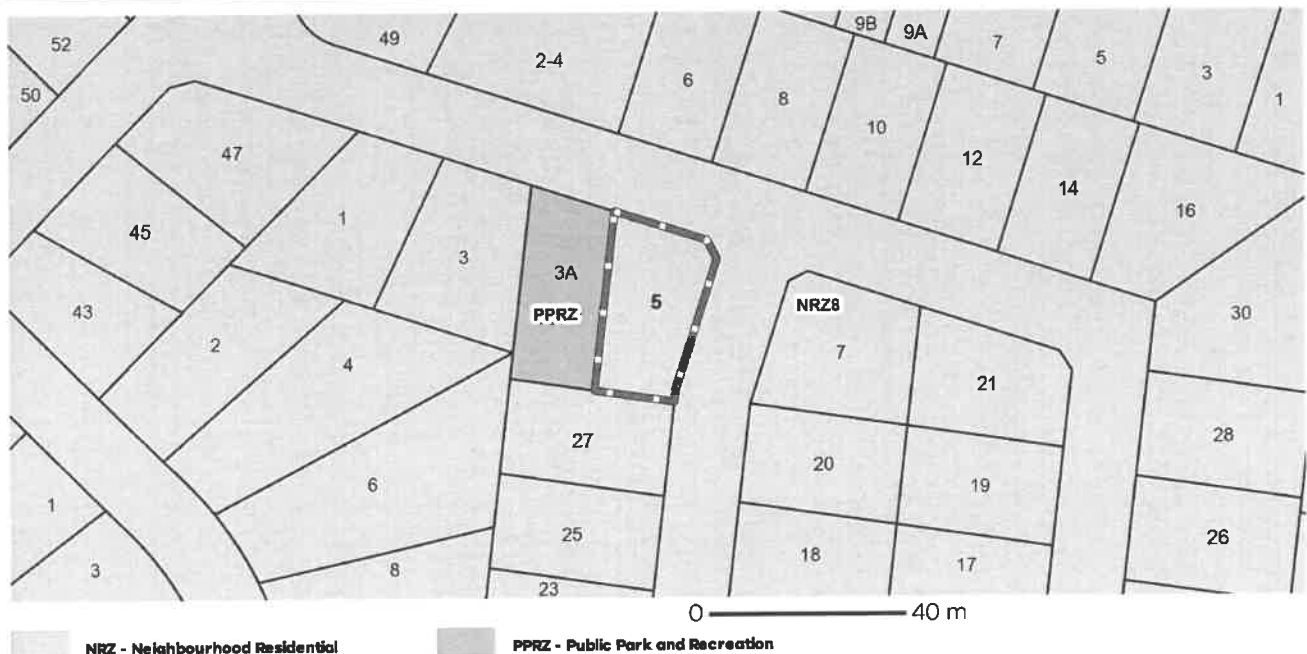
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **SOUTH BARWON**
OTHER
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8 \(NRZ8\)](#)



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

Copyright © - State Government of Victoria

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

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

PLANNING PROPERTY REPORT: 5 THORNBURY LANE HIGHTON 3216

Page 1 of 3

Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)



 **DDO - Design and Development Overlay**

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

Further Planning Information

Planning scheme data last updated on 23 October 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Copyright © - State Government of Victoria

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

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1992 (Vic).

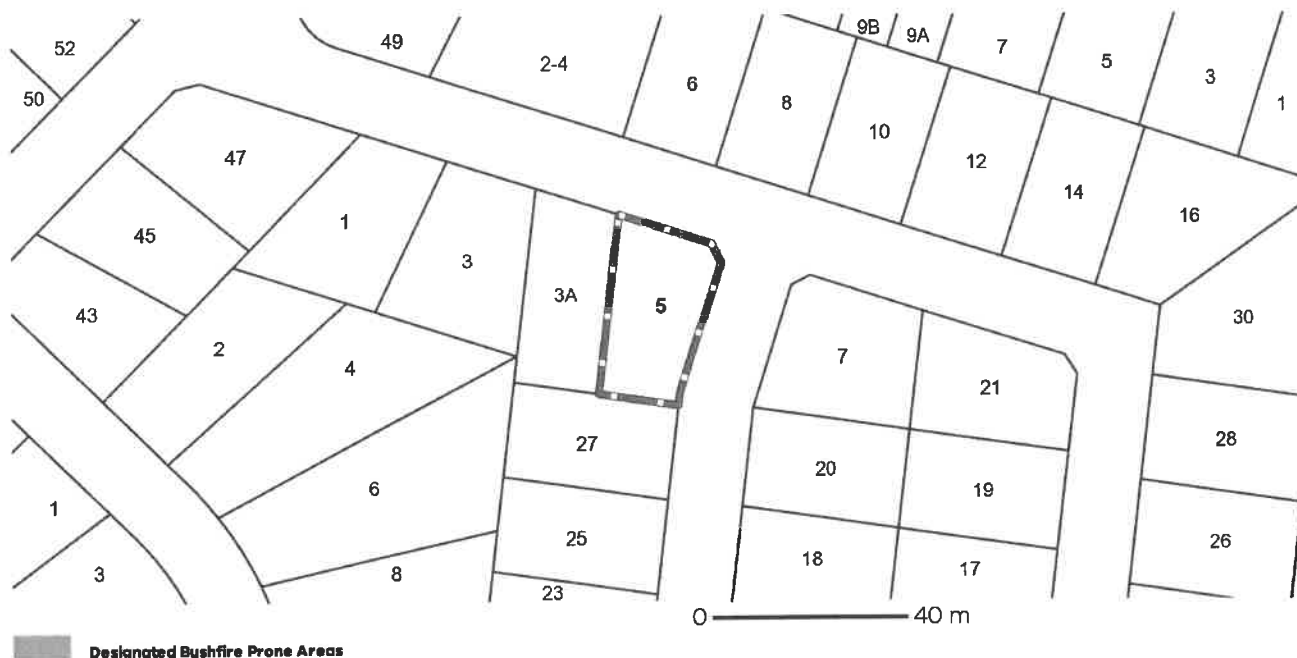
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 28 October 2025 03:03 PM

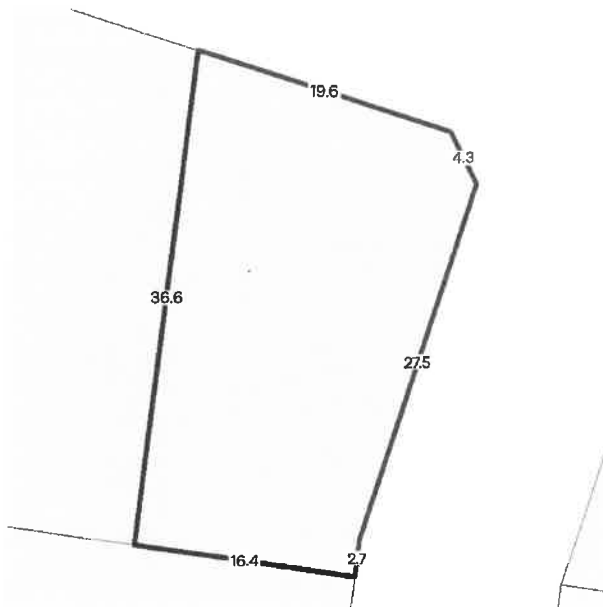
PROPERTY DETAILS

Address: **5 THORNBURY LANE HIGHTON 3216**
Lot and Plan Number: **Lot 71 LP69334**
Standard Parcel Identifier (SPI): **71\LP69334**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **240492**
Directory Reference: **Melway 451 C8**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 664 sq. m

Perimeter: 107 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**

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>

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

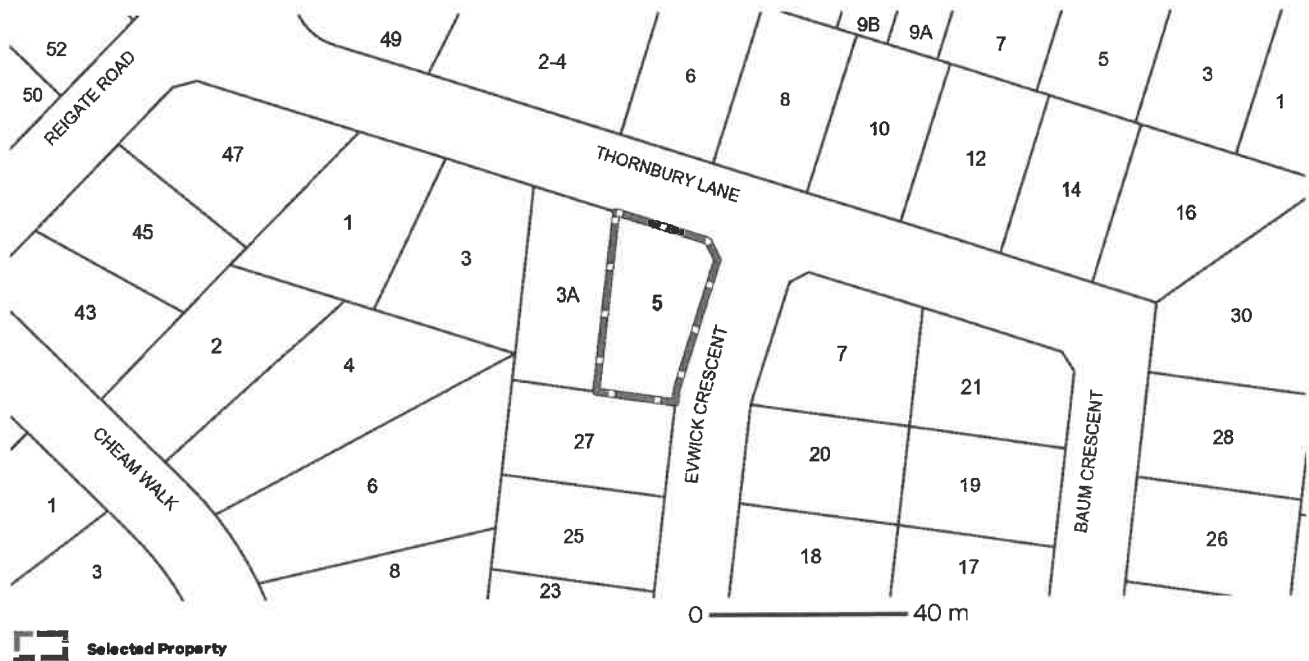
PROPERTY REPORT: 5 THORNBURY LANE HIGHTON 3216

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Property Clearance Certificate

Land Tax



INFOTRACK / CHOICE CONVEYANCING

Your Reference:	250331
Certificate No:	93862972
Issue Date:	23 OCT 2025
Enquiries:	ESYSPROD

Land Address: 5 THORNBURY LANE HIGHTON VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15172490	71	69334	8593	335	\$0.00

Vendor: COLLEEN BERGER
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS COLLEEN ANNE BERGER	2025	\$575,000	\$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):	\$775,000
SITE VALUE (SV):	\$575,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 93862972

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,175.00

Taxable Value = \$575,000

Calculated as \$1,350 plus (\$575,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,750.00

Taxable Value = \$775,000

Calculated as \$775,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93862972

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: 93862972

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / CHOICE CONVEYANCING

Your Reference: 250331
Certificate No: 93862972
Issue Date: 23 OCT 2025
Enquires: ESYSPROD

Land Address: 5 THORNBURY LANE HIGHTON VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15172490	71	69334	8593	335	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$775,000

SITE VALUE: \$575,000

CURRENT CIPT CHARGE: \$0.00

ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93862972

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / CHOICE CONVEYANCING

Your Reference:	250331
Certificate No:	93862972
Issue Date:	23 OCT 2025

Land Address: 5 THORNBURY LANE HIGHTON VIC 3216

Lot	Plan	Volume	Folio
71	69334	8593	335

Vendor: COLLEEN BERGER

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93862972

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 93862977

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: 93862977

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.

Information Statement Part A

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)*

INSTALLATION NUMBER: 14902796 **APPLICATION NUMBER:** 507936 **DATE:** 23/10/2025
PROPERTY ADDRESS: 5 THORNBURY LANE, HIGHTON, VIC 3216
YOUR REFERENCE: 562034
OWNER: C A Berger
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	160.67	0.00	160.67
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 197.79	0.00	197.79

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	160.67	0.00	160.67
Water Service Charge	37.12	0.00	37.12
TOTAL DUE	\$ 197.79	0.00	197.79

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 31/07/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** Verbal confirmation will not be given after 22/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 22/12/2025 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Choice Conveyancing C/- Triconvey2 (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Bill Code: 585224
Ref Code: 6900 0001 0001 3481 0

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

23-10-2025

Choice Conveyancing C/- Triconvey2 (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 5 THORNBURY LANE HIGHTON 3216

I refer to your application received at this office on 23/10/2025. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

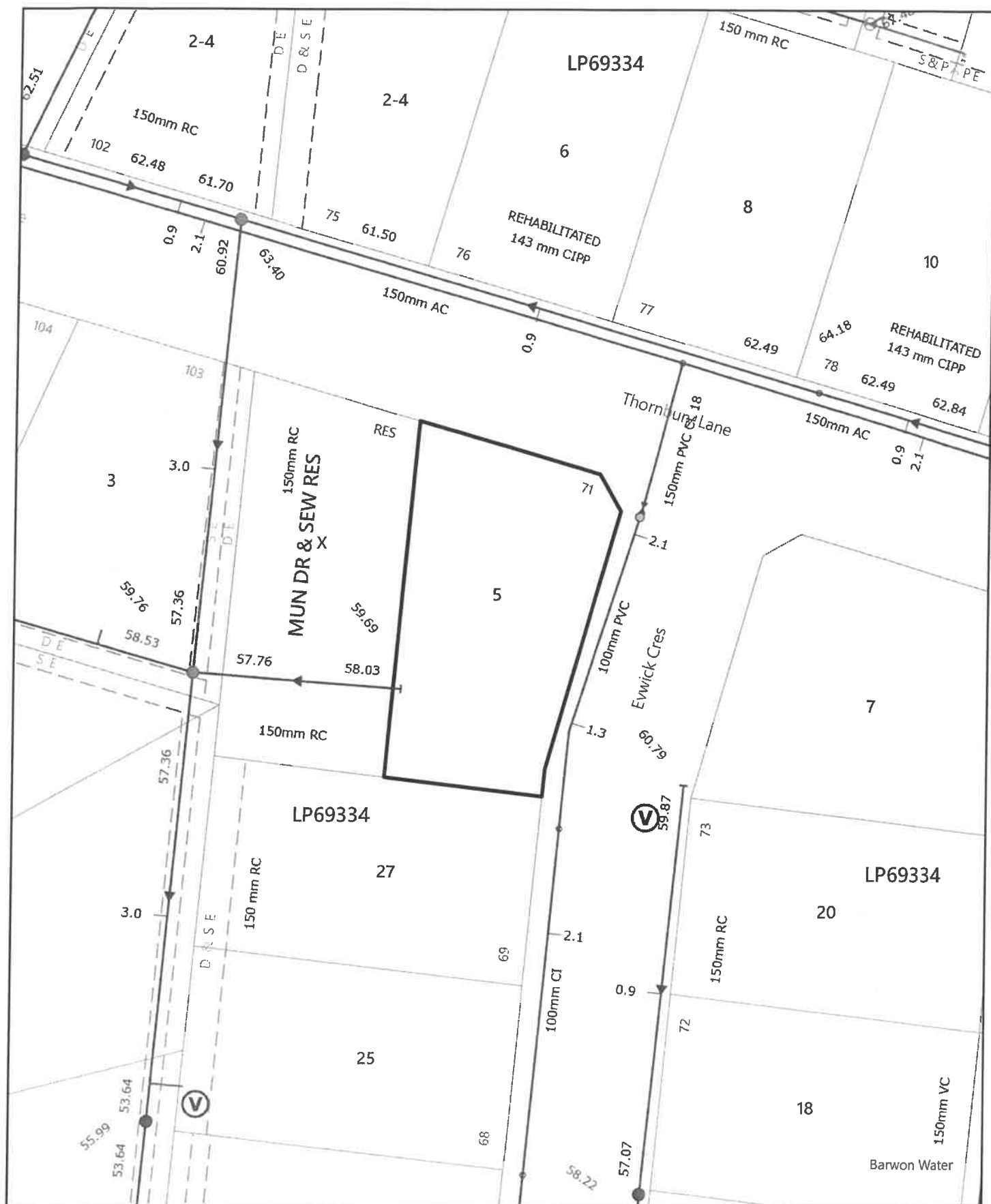
Our Ref: EC507936

Your Ref: 562034

Agent Ref: 78534306-024-8

Yours faithfully.

Manager Customer Centre



Barwon Water

5 THORNBURY LANE HIGHTON

Scale: 1:500

Created: 23/10/2025

Legend

- Gravity Sewer 
- Pressure Sewer 
- Portable Water 
- Recycled Water 



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Choice Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 562034

NO PROPOSALS. As at the 23th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 THORNBURY LANE, HIGHTON 3216
CITY OF GREATER GEELONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78534306 - 78534306153511 '562034'