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Contract of sale of real estate – Particulars of sale

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property address	31 Bieske Road, Grovedale VIC 3216

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

in that order of priority.

Important notice to purchasers

Cooling-off period

Section 31, 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 or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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Signing of this contract

Warning: this is a legally binding agreement. You should read this contract before signing it.

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

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

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	**Peter Alan Wotherspoon and Jennifer Ann Wotherspoon**
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

The **day of sale** is the date by which both parties have signed this contract.

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Notice to purchasers of property "off-the-plan"

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

Particulars of sale

Vendor's estate agent

Name:	Barnett Real Estate
Address:	Suite 2A, 242 Ryrie Street, Geelong VIC 3220
Telephone:	Office: 5222 1488 Agent Mobile: 0417 585 221
Ref:	Jason Barnett
Email:	Office: hello@barnettproperty.com.au Agent: jason@barnettproperty.com.au

Vendor

Name(s):	Peter Alan Wotherspoon and Jennifer Ann Wotherspoon as trustee for The Wotherspoon Family Trust
Address:	1665 Cape Otway Road, WURDIBOLUC VIC 3241

Vendor's legal practitioner or conveyancer

Name:	Civic Conveyancing Geelong
Address:	78 Mercer Street, Geelong VIC 3220
Telephone:	(03) 5229 6699
Ref:	LS:G260007
Email:	lauren@civiconline.com.au

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Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Ref:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	8773	Folio	479	2	LP084173

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	31 Bieske Road, Grovedale VIC 3216
Goods sold with the land General condition 6.3(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings, dishwasher and all fixtures and fittings of a permanent nature as inspected.

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Payment (general conditions 14 and 17)

Price	$
Deposit	$
by dd/mm/yyyy	/ /
(of which [amount] has been paid)	$
Balance payable at settlement	$

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:	NOT APPLICABLE
If this is a sale of a 'farming business' or 'going concern" then add the words '**farming business**' or '**going concern**' in this box:	NOT APPLICABLE
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	NOT APPLICABLE

GST withholding (general condition 25)

Notice is required if taxable supply of residential premises or potential residential land.
General Condition 25 Notice to be given by Vendor: ☑ Yes ☐ No

NOTICE TO PURCHASER
Withholding required by Purchaser: ☐ Yes ☑ No

No withholding for residential premises because:

☑ the premises are not new

☐ the premises were not created by substantial renovation

☐ the premises are commercial residential premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial purposes

☐ the purchaser is registered for GST and acquires the property for a creditable purpose

☐ the Vendor is not registered or required to be registered for GST and the sale is a one off capital sale and not part of an enterprise.

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Settlement (general condition 17)

Is due on: dd/mm/yyyy	/ /

Lease (general condition 5)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:	NOT APPLICABLE

in which case refer to general condition 5. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box	NOT APPLICABLE

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

If the following details are completed, this contract is subject to a loan being approved:

Lender	
Loan amount	$
Approval date	/ /

Building Report (general condition 21) – NOT APPLICABLE AT AUCTION

☐ General Condition 21 applies if this box is checked.

Pest Report (general condition 22) – NOT APPLICABLE AT AUCTION

☐ General Condition 22 applies if this box is checked.

Special conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:	SPECIAL CONDITIONS

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Contract of sale of real estate—Special Conditions

1. Variations to General Conditions

1.1 General Condition 4 is deleted and replaced with the following:

4.1 The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
4.2 If the nominee is a proprietary limited company, the Vendor may require one or more directors of the nominee to guarantee the nominee's performance of this contract.
4.3 General Condition 4.1 does not apply to related party transactions.

1.2 General Condition 20 is amended by adding:

20.4 A registered valuer may inspect the property at any reasonable time for the purpose of preparing a valuation report for the Purchaser's proposed lender.

1.3 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.

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

2. Planning Schemes

The purchaser buys subject to any restrictions on its use or development under the Planning and Environment Act 1987 (Vic) and any planning scheme.

3. No representations

3.1 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.

3.2 The Purchaser acknowledges that:
3.2.1 it has made all the enquiries with all government agencies that a prudent and careful person would make before entering into this contract;
3.2.2 it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgement.

4. Condition

4.1 The Purchaser acknowledges that they are purchasing the property 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:
4.1.1 In its present condition and state of repair;
4.1.2 Subject to all defects latent and patent;
4.1.3 Subject to any infestations and dilapidation;
4.1.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
4.1.5 Subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including but not limited to the issue or non-issue of building permits and/or completion of inspections by the relevant authorities and/or private building surveyors.

4.2 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.

4.3 The Purchaser must not make any objection, claim or set-off against the Vendor or refuse or delay payment of the Price, because of the repair or condition of the Property or the Goods on the Settlement Date subject to the Vendor's obligations pursuant to General Condition 31.

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5. Guarantee

5.1 If a proprietary limited company purchases the property:

5.1.1 Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

5.1.2 The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5.2 If a nominee is a proprietary limited company, the directors must sign the guarantee attached to this contract and deliver it to the vendor within 2 days of delivery of the signed nomination form to the vendor.

6. FIRB Approval

6.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act* 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

6.2 If there is a breach of the warranty contained in Special Condition 6.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

6.3 This warranty and indemnity do not merge on completion of this contract.

7. Windfall Gain Tax

7.1 The Purchaser agrees that in the event that the property is rezoned prior to settlement and the property becomes subject to Windfall Gains Tax the Purchaser shall be responsible for the payment of such tax together with any interest accrued thereon in addition to the Purchase Price at settlement.

7.2 The Vendor will notify the Purchaser within seven (7) days of receipt of any notification of the assessment of a Windfall Gains Tax and will do all acts, matters and things reasonably required by the Purchaser, at the expense of the Purchaser in all things, to defer payment of the Windfall Gains Tax until settlement and, if requested by the Purchaser to object to the assessment in the name of the Vendor, but at the expense in all things of the Purchaser.

7.3 Should the Vendor be unable to defer payment of the Windfall Gains Tax and be required to pay the Windfall Gains Tax prior to the due date for settlement, the Purchaser will make a further payment equal to the amount of the Windfall Gains Tax assessed together with any interest thereon to the Vendor within fourteen (14) days of receipt of a Notice in writing from the Vendor that the Windfall Gains Tax is payable, or five (5) business days prior to the due date for payment of the Windfall Gains Tax, whichever is the later, to enable the Vendor to pay the Windfall Gains Tax and any interest accrued thereon.

7.4 Should the Purchaser fail to make the payment as aforesaid the Purchaser shall be responsible, in addition to any interest and costs payable on default under this Contract, for any penalties imposed as a result of the failure to pay the Windfall Gains Tax.

7.5 Nothing in this Special Condition shall require the Vendor to pay the Windfall Gains Tax until payment is received from the Purchaser.

8. Auction

If the property is offered for sale by auction, the Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9. Solar Panels

If there are solar panels installed on the Property the Purchaser acknowledges and agrees:

9.1 The Vendor makes no representations or warranties with respect to the solar panels whatsoever including but not limited to their condition, state of repair, fitness for purpose, their in-put to the electricity grid or any benefits arising from any electricity generated by the solar panels;

9.2 they shall indemnify and hold harmless the Vendor against any claims whatsoever with respect to the solar panels.

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

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11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security

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interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 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 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 sold is a lot on an unregistered plan of subdivision, the deposit:

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

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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 the pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment 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 lodgment.

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator at 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 '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 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* 199 (Cth); and

(b) 'GST' includes penalties and interest.

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20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment 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.

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25. GST WITHHOLDING

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

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

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

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

25.5 The amount is to be deducted from the vendor's entitle 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

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

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

(a) settlement is conducted through an electronic lodgment 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 lodgment 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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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GUARANTEE and INDEMNITY

I/We _____ **of** _____

And _____ **of** _____

being the **Sole Director / Directors of** _____ **ACN** _____

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This _____ Day of _____ 20 _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

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SECTION 32 STATEMENT

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

Vendor:	Peter Alan Wotherspoon and Jennifer Ann Wotherspoon as trustee for The Wotherspoon Family Trust
Property:	31 Bieske Road, Grovedale VIC 3216 being Lot 2 on Plan of Subdivision LP084173 and being the land more particularly described in Certificate of Title Volume 8773 Folio 479

VENDORS REPRESENTATIVE

Civic Conveyancing Geelong
78 Mercer Street
GEELONG VIC 3220
Tel: (03) 5229 6699
Email: lauren@civiconline.com.au

Ref: LS:G260007

Docusign Envelope ID: B8D58D7C-DA00-820A-80E4-7ABAA6434874

32A FINANCIAL MATTERS

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

Their total does not exceed $7,500.00.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:
Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 ($10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

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 or as directed in any conditions of the Contract of Sale.

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

Statement under Section 32A(ca) of the Sale of Land Act 1962
The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: 110
If the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Reform Act 2024 is: Not applicable

32B INSURANCE

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

(b) Owner Builder
Where there is a residence on the land which was constructed within the preceding six years and Section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to that residence are as follows: Not applicable.

32C LAND USE

(a) Restrictions

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

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Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

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

(b) Designated Bushfire Prone Area

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

(c) Road Access

There is access to the Property by Road.

(d) Planning Scheme

Planning Scheme: Greater Geelong
Responsible Authority: Greater Geelong City Council
Zoning: GRZ General Residential Zone – Schedule 1
Planning Overlay/s: see attached

32D NOTICES

(a) Notice, Order Declaration, Report or Recommendation
Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge are contained in the attached certificates and/or documents (if any).

(b) Agricultural Chemicals
There are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports and orders are contained in the attached certificates and/or documents.

(c) Compulsory Acquisition
Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986 are: Not applicable.

32E BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

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32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

32I TITLE

Attached are the following documents concerning Title:

(a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 (Vic) bit may be included in this Vendor's Statement for convenience).

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
(b) which has a nett lettable area of at least 1,000m2 (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date): Not applicable.

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ATTACHMENTS

Attached to this Section 32 Statement please find:

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist (for residential properties)

DATE OF THIS STATEMENT: 26/6/2026 / / /20

26/6/2026

Name of the Vendor

Peter Alan Wotherspoon and Jennifer Ann Wotherspoon as trustee for The Wotherspoon Family Trust

Signature of the Vendor

Signed by:
Peter Wotherspoon
547C8CEF475243D...

Signed by:
Jennifer Wotherspoon
3CA5136B8AF34E1...

The Purchaser acknowledges being given a copy of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser of a residential property further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT / / /20

Name of the Purchaser

Signature of the Purchaser

Docusign Envelope ID: B8D58D7C-DA00-820A-80E4-7ABAA6434874

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

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

VOLUME 08773 FOLIO 479 Security no : 124135582997F
Produced 16/06/2026 01:05 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 084173.
PARENT TITLE Volume 08742 Folio 129
Created by instrument LP084173 15/05/1969

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PETER ALAN WOTHERSPOON
JENNIFER ANN WOTHERSPOON both of 1665 CAPE OTWAY ROAD WURDIBOLUC VIC 3241
AG499390X 12/05/2009

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 TP630664U 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: 31 BIESKE ROAD GROVEDALE VIC 3216

DOCUMENT END

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Document Type	**Plan**
Document Identification	**TP630664U**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**16/06/2026 13:05**

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TITLE PLAN		EDITION 1	TP 630664U

Location of Land

Parish: DUNEED
Township:
Section:
Crown Allotment:
Crown Portion:

Last Plan Reference: LP84173
Derived From: VOL 8773 FOL 479
Depth Limitation: NIL

Notations

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

Description of Land / Easement Information

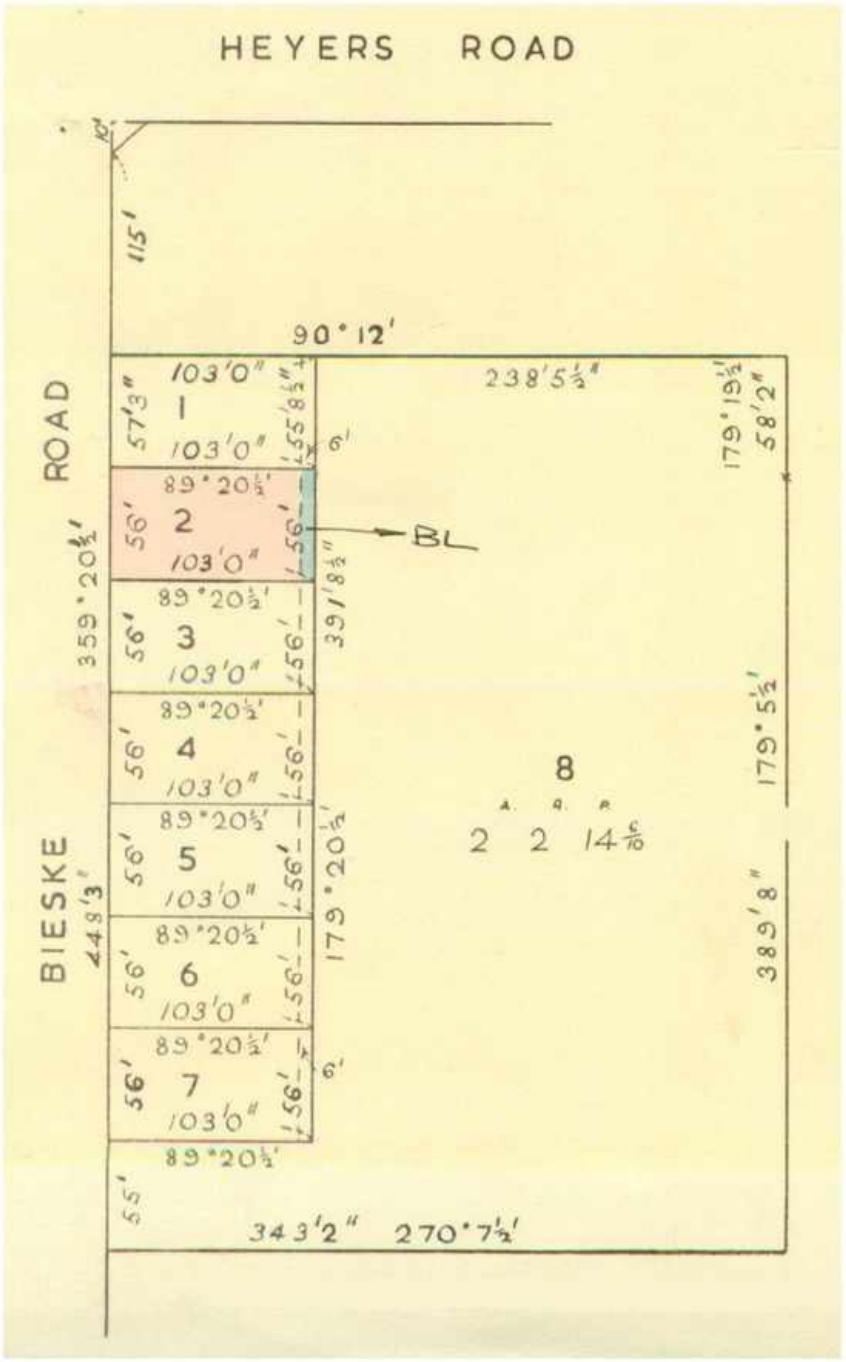
A drainage easement appurtenant to the within land has been created by Instrument No.D373994

ENCUMBRANCES REFERRED TO

As to any land coloured blue

ANY EASEMENTS implied under Section 98 - of the Transfer of Land Act - - - - - --

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 19/09/2000
VERIFIED: AA



COLOUR CODE
BL = BLUE

LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

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Document Type	**Instrument**
Document Identification	**D373994**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**16/06/2026 13:24**

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D373994

D373994

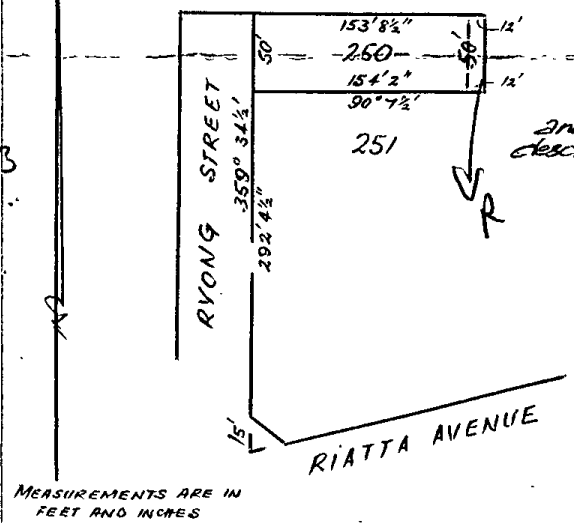
REGD

HARWOOD & PINCOTT

VICTORIA

CREATION OF EASEMENT

BIRKENHEAD ESTATES PROPRIETARY LIMITED of 327 Collins Street Melbourne being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of One thousand two hundred dollars paid to it DOTH HEREBY TRANSFER AND GRANT unto JEFFERY DOUGLAS BACKWELL Town Clerk and PAMELA AGNES GEORGINA BACKWELL Married Woman both of 71 South Valley Road Highton Geelong and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being Lot ~~Two~~ 1-7 (both inclusive) on Plan of Subdivision Number ~~82875~~ 84173 Parish of Duneed and also ALL THAT piece of land being Lots ~~One~~ 8-29 (both inclusive) and land appropriated for Easements of Way & Drainage on Plan of Subdivision Number ~~82413~~ 87488 Parish of Duneed being the land described in Certificates of Title Volume ~~3742~~ 8773-478 & 484 (Both inc) 8842-852-853 (Both inc) Folio ~~120~~ and part of the land more particularly described in 8782-831 and 8773-485 or any part of such land full and free right and liberty to and for him and them and his and their tenants servants agents and workmen at all times hereafter to enter in and upon the land hereinafter described and to clear the same of obstructions and to use the said land for all purposes of drainage and to go pass and repass for all purposes aforesaid through over and along ALL THAT piece of land being part of Lot 250 on Plan of Subdivision No. 64579 Parish of Duneed being part of the land described in Certificate of Title Volume 8660 Folio 661 and being the land delineated and coloured blue on the map drawn hereon.



DATED the 10th day of April One thousand nine hundred and sixty-nine.

8660-661 to Septimus Jones 11/5/82875

8773-478 & 484 (Both inc) 8842-852-853 (Both inc) 8782-831

8773-485

8660-661

8842/855 ~ D 798135
8842/856 ~ D 815598
8842/858 ~ D 820497
8842/872 ~ D897868
8842/853 ~ D920864

DD373994-1-9

APR-16-69 9412 84 21533 VICTORIA STAMP DUTY

COLOUR CODE
Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched

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THE COMMON SEAL of BIRKENHEAD)
ESTATES PROPRIETARY LIMITED)
was hereunto affixed by)
authority of the Board of)
Directors in the presence of:)

Director
Director
~~Secretary~~

SIGNED at Geelong by the said)
JEFFERY DOUGLAS BACKWELL in)
the presence of :)

J.D. Backwell

91 Camden Rd. Newtown 3220

SIGNED at Geelong by the said)
PAMELA AGNES GEORGINA BACKWELL)
in the presence of :)

Pamela G. Backwell

91 Camden Rd. Newtown 3220

I certify that the seal of the above Company Birkenhead Estates Proprietary Limited was affixed in accordance with the articles of Association of the said Company

Director

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Examining Draughtman's Report

No. D373994

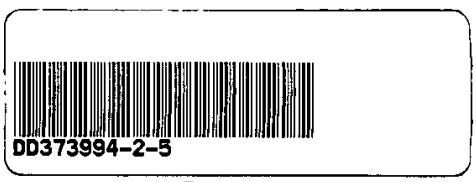
1930/70

Creation of Easement.

S/F. 8660-661 PT.

TO

S/Fs 8773-478
" -479
" -480
" -481
" -482 } WH
" -483
" -484
" -485 Balc.
8782-031 Balc.
8842-852
" -853
" -854
" -855
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" -857
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" -861
" -862
" -863 } WH.
" -864
" -865
" -866
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" -873.



25/11/70 1 SK. 1m.
15/12/70

Fad. 16/12/70

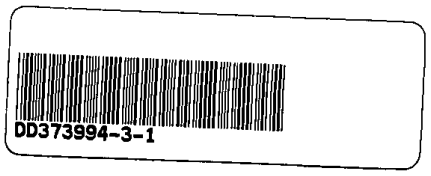
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Examining Draughtman's Report

No. _____

1930/70

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Please register the creation. Parent title to be returned to Supt Jones & Lee.

Sgd. per. C HOB
Transcribed from counterpart
AK 24/4/68

A memorandum of the within instrument has been entered in the Register Book.

STATE OF VICTORIA R.L.E.

DATED 10th April 1969

BIRKENHEAD ESTATES PROPRIETARY LIMITED

- to -

JEFFERY DOUGLAS BACKWELL and PAMELA AGNES GEORGINA BACKWELL

CREATION OF EASEMENT

HARWOOD & PINCOTT, Solicitors, GEELONG.

Orig b/j 8773/478 in bar D451203
" 8773/479 in bar D451204
" 8773/481 in bar D487308
" 8773/482 in bar D492910
" 8842/854 in bar D844267
" 8842/857 in bar D807981
" 8842/871 in bar D880538

DJ 22/1/71

27

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 16 June 2026 12:03 PM

PROPERTY DETAILS

Address:	**31 BIESKE ROAD GROVEDALE 3216**
Lot and Plan Number:	**Lot 2 LP84173**
Standard Parcel Identifier (SPI):	**2\LP84173**
Local Government Area (Council):	**GREATER GEELONG** www.geelongaustralia.com.au
Council Property Number:	**221616**
Planning Scheme:	**Greater Geelong** Planning Scheme - Greater Geelong
Directory Reference:	**Melway 465 G8**

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**

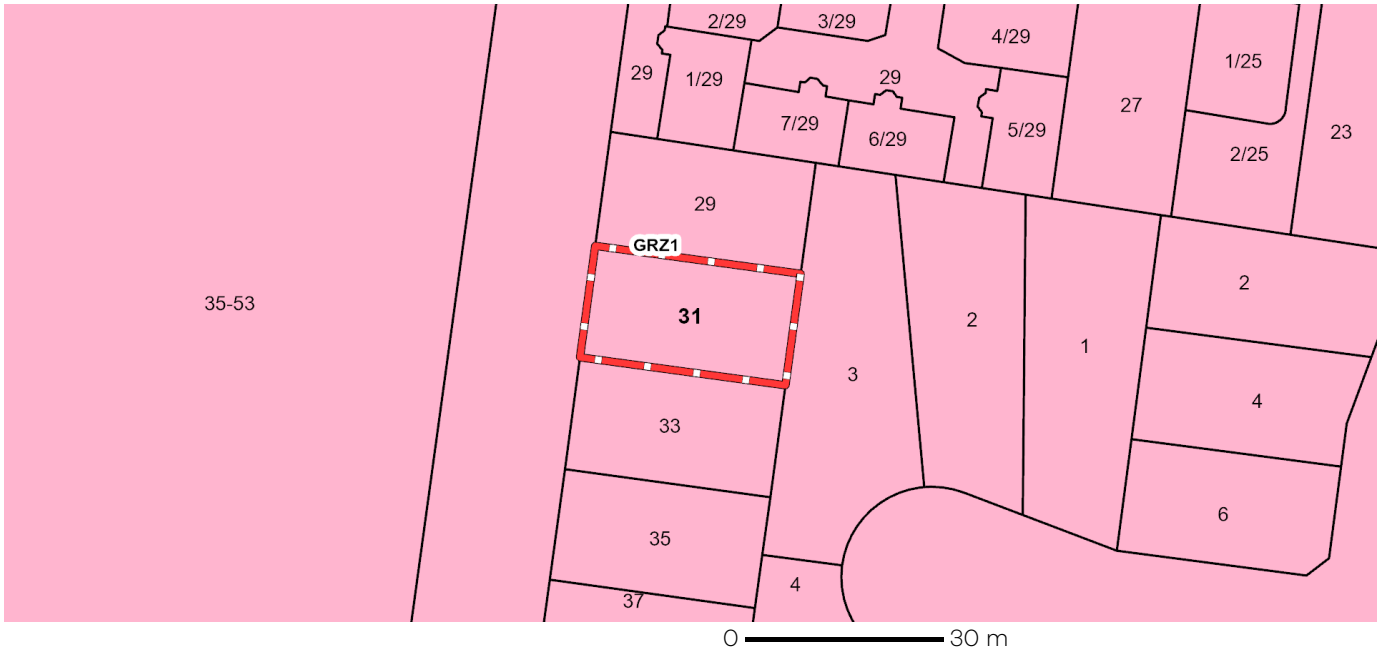
OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 11 June 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is 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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 16 June 2026 12:04 PM

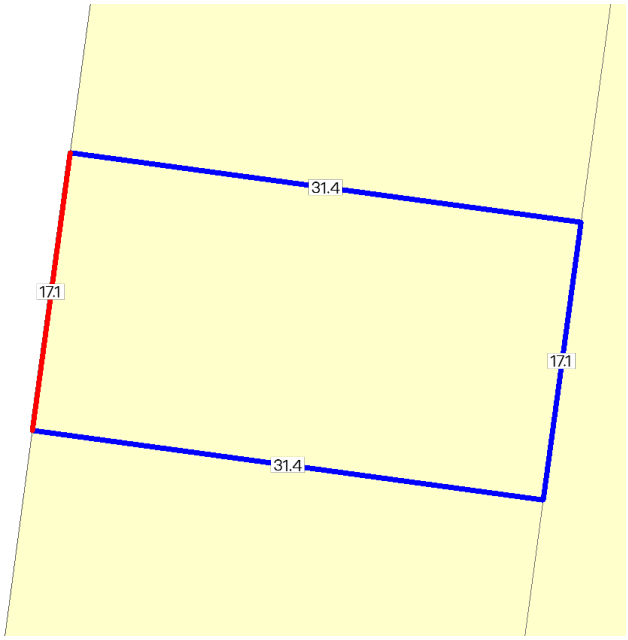
PROPERTY DETAILS

Address:	**31 BIESKE ROAD GROVEDALE 3216**
Lot and Plan Number:	**Lot 2 LP84173**
Standard Parcel Identifier (SPI):	**2\LP84173**
Local Government Area (Council):	**GREATER GEELONG**
Council Property Number:	**221616**
Directory Reference:	**Melway 465 G8**

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: 536 sq. m
Perimeter: 97 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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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2025-26 RATES, VALUATION AND CHARGES NOTICE

CITY OF GREATER GEELONG

ABN 18 374 210 672

All items are GST free.

P A Wotherspoon and J A Wotherspoon
1665 Cape Otway Road
WURDIBOLUC VIC 3241

RATE NO. **29535**

PROPERTY **31 Bieske Road, GROVEDALE VIC 3216**
Lot 2 LP 84173

AVPCC 110 – Detached Dwelling

VALUATIONS	Site: Land only	$410,000
	Capital improved: Land + building + improvements	$600,000
	Net annual	$30,000
RATES AND CHARGES	Residential Rate 0.00210278 x $600,000	$1,261.65
	*Waste Management Charge $509.55 x 1	$509.55
	Sub Total	**$1,771.20**
STATE GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND	Classification: *Residential*	
	Residential Variable 0.000173 x $600,000	$103.80
	Residential Fixed	$136.00
	Sub Total	**$239.80**
	Total Due	**$2,011.00**

ONE PAYMENT IN FULL — **$2,011.00** Due by 15 February 2026

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2025, otherwise your balance will be due on 15 February 2026.

FIRST INSTALMENT	**$502.90**	Due by 30 September 2025 — Via your direct debit arrangement
SECOND INSTALMENT	**$502.70**	Due by 30 November 2025
THIRD INSTALMENT	**$502.70**	Due by 28 February 2026
FOURTH INSTALMENT	**$502.70**	Due by 31 May 2026

Rating Period	1 July 2025 to 30 June 2026
Declared	1 July 2025
Valuation Level	1 January 2025
Operative	1 July 2025
Issue Date	08 August 2025

PAYMENT METHODS

DIRECT DEBIT

Our records indicate that you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please call 03 5272 5272

Payments after the 04 August 2025 may not appear on this notice.

***The Waste Collection Charge includes an Environmental Protection Agency (EPA) levy estimated at $103.03.**

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Barwon Region Water Corporation
ABN 86 348 316 514

Tax Invoice/Statement

Date of Issue
11 May 2026

1300 656 007
www.barwonwater.vic.gov.au

Barwon Water

748979-001 002586(10459) R
PA & JA WOTHERSPOON
1665 CAPE OTWAY ROAD
WURDIBOLUC, VIC 3241

Account number
56371423 15221993

Thank you, your direct debit will occur on or after
10 June 2026

Total amount
$ 197.79

You have arranged to pay with Direct Debit. This amount will be deducted from your nominated bank account on or after the due date. If you would like to change your payment arrangement, please contact us.

Your account summary

Service Address: 31 BIESKE RD GROVEDALE 3216

Previous balance	$197.79 DR
Payments/adjustments	$197.79 CR
Your balance	$0.00
New charges	$197.79 DR
Total	$197.79 DR

2025-2026 Pricing Schedule

Our prices are changing from 1 July 2025.

The average bill will increase by $1.04 per month for residential owner-occupiers and $1.23 per month for renters.

Full fees and charges are available at www.barwonwater.vic.gov.au or via 1300 656 007.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

Geelong's water storages are at a six-year low.

There are simple things you can do to save water.

Keep your showers short – Aim for 4 minutes
30% of water use happens in the shower.

Mulch your garden
Reduce water evaporation by up to 70%! 50% of household water use happens outdoors.

Check for leaks
10% of our region's water is lost in leaks. Take a photo of your water meter reading before you go to bed, then check your water meter again in the morning. If your meter has gone up while no-one was using water, you've got a leak!

Permanent water saving rules are in place. Visit the Barwon Water website for details.



stream2-PrintandMail

Docusign Envelope ID: B8D58D7C-DA00-820A-80E4-7ABAA6434874

Installation Type: Residential House

Bill Details as at 11 MAY 2026		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2026 to 30 JUN 2026	37.12	0.00	37.12
SEWERAGE SERVICE CHARGE	1 APR 2026 to 30 JUN 2026	160.67	0.00	160.67
Total		**$ 197.79**	**$ 0.00**	**$ 197.79**
Balance brought forward				0.00
	Please pay			**$ 197.79**

Need help paying your bill?
Contact us to set up a payment plan and talk about grants, rebates and concessions.

Residential Tenants and Landlords
Tenants with separate meters pay water volume charges only.

Moving house?
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.

Communication assistance
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77.
We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.

Servizio Interpreti **Služba za usluge tumačenja** **Услуге тумача**
Dolmetschdienst **Служба за преведување** **传译服务**

Contact Us

1300 656 007
Email info@barwonwater.vic.gov.au
General enquiries, billing and payment options
Mon - Fri, 9.00am - 5.00pm
Emergencies and faults
24 hours, 7 days

Statement No. 7[illegible]6826922

Payment Options

Direct Debit
To arrange a direct debit, please call or visit our website.

Biller Code: 585224
Ref: 5637 1423 1522 1993 4
Contact your financial institution to pay from your cheque, savings or credit account.

Centrelink
Centrelink recipients can arrange automatic payments through Centrepay. Contact us for details.

By Cheque
Post the payment slip with your cheque payable to Barwon Water to:
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.

Billpay Code: 0803
Ref: 5637 1423 1522 1993 4

- In person at any post office
- Online at www.postbillpay.com.au
- Call 13 18 16 for credit card payments

Account number
56371423 15221993

Thank you, your direct debit will occur on or after
10 June 2026

Total amount
$ 197.79

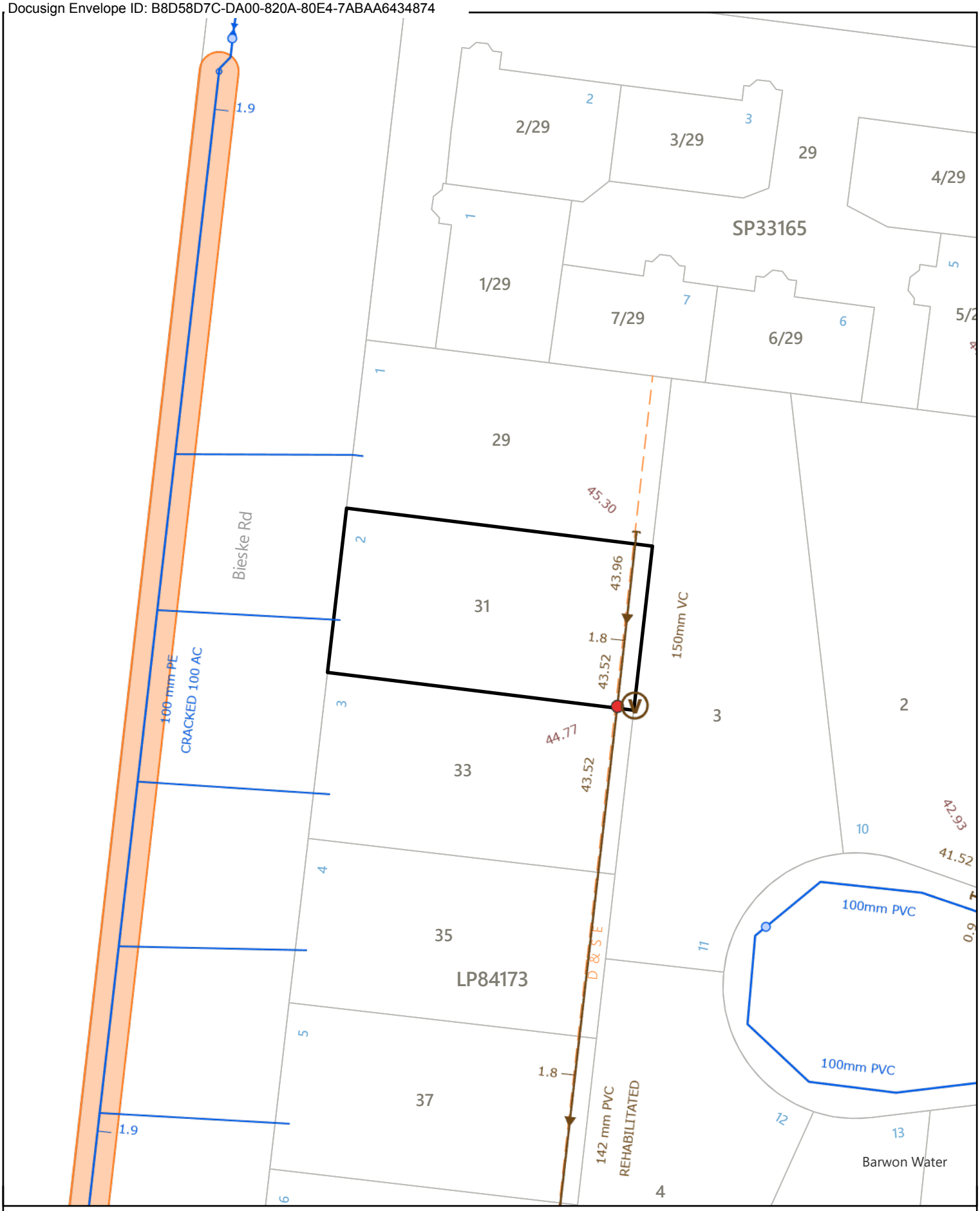
POST billpay

*803 56371423152219934 $197.79 8

Statement No. 7120626922

+00000056371423> +002579+ <0152219934> <0000019779> +444+

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BarwonWater

Lot 2 31 BIESKE RD GROVEDALE

Scale: 1:500

Created: 16/06/2026

Legend

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

N

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.

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F.B.....

GEELONG WATERWORKS AND SEWERAGE TRUST

Sewerage Area No.....

Detail Plan No. 634 *Drainage Plan No.* S.B. 10742

PLAN OF DRAINAGE

FOR

L. J. Kelson.

SE4/23

MUNICIPALITY : South Barwon.

REFERENCE

B.T. Boundary Trap
C.I.P. Cast Iron Pipe
D.T. Disconnector Trap
E.V. Educt Vent
G.D.T. Gully Disconnector Trap
G.I.T. Grease Interceptor Trap
G.S.T. Gully Silt Trap
G.T. Gully Trap
G.V. Ground Vent
G.W.I.P. Galv. Wrought Iron Pipe
I.C. Inspection Chamber
I.V. Induct Vent
I.O. Inspection Opening
R.V. Relief Vent
S.I.V.P. Soil Induct Vent Pipe
S.P.D. Stoneware Pipe Drain
S.T. Silt Trap
Sl.V. Sluice Valve
S.V. Stop Valve
S.V.P. Soil Vent Pipe
T.I.T. Triple Interceptor Trap
(See By-Law No. 97, G. W. & S. T. General Conditions of Contract and Uniform Building Regulations Victoria.)

Scale of Feet.

10 0 20 40 60 80

FEE $18.75

463/25

—FIXTURES—

1. Closet Internal.
2. Bath.
3. Sink.
4. Troughs.
5. Basin.
6. Shower.
7. Washing Machine.

To be connected to comply with By-laws and Regulations.

Cowl to be fixed on S.V.P

Fee $65 - 00

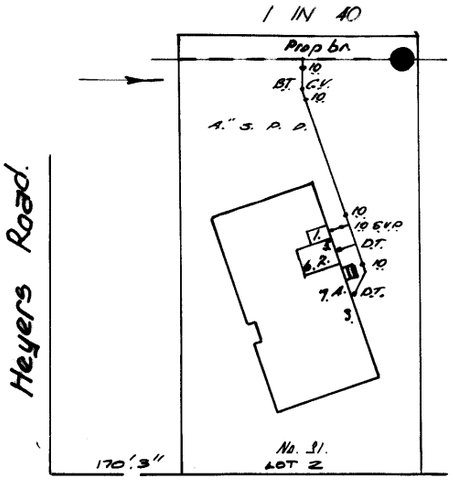
—Amendment—

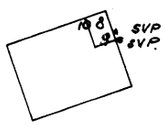
8. Closet
9. Basin
10. Shower

To be connected to S.V.P via U.B.D.

Depth 4.09'

1 IN 40





First Floor.

New S.V.P to be taken from foot of existing S.V.P.
Existing vent to be combined with new S.V.P to terminate cowl clear of window.

Amd'd. I.D.P. 18.5.89.
Checked. P.M.G 19.5.89.

Engineer

Bieske Road.

HL RK.
463/25

Examined. R. Hutchinson

Date 19-7-72 20.7.89.

Engineer in Chief

Received		Revised		Plotted		Traced		Sewer Details		Designed		Checked	
I.S.	8.5.72	A.T.		G.T.	13.6.72	G.T.	13.6.72	M.J.K.	22.6.72	R.H.	17.7.72	R.H.W.	17.7.72

2000—2/71—M.W.

31 BIESKE RD GROVEDALE

BARWON WATER DOES NOT WARRANTY THE ACCURACY OF THIS INFORMATION AND WILL ACCEPT NO LIABILITY ARISING FROM ITS USE

Meter No. .....

Water Service .....

7981 7

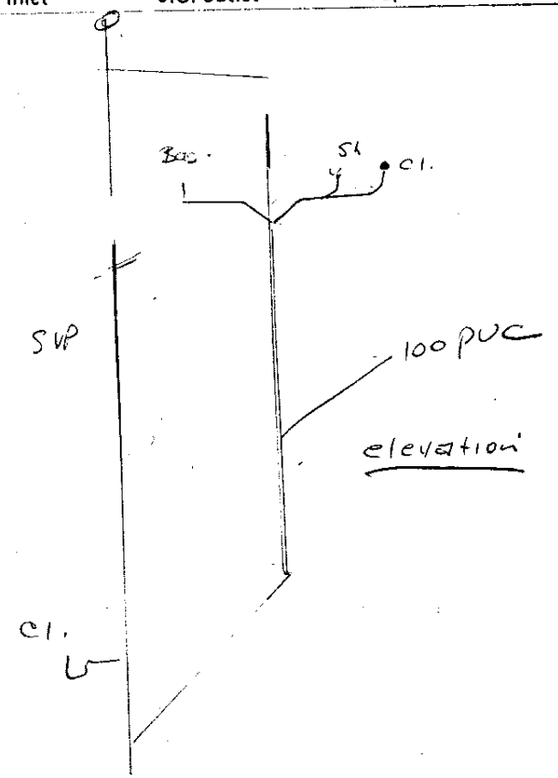
GEELONG AND DISTRICT WATER BOARD

Plan No. SB10742 Owner C. Nelson Address 31 Bieske Rd.

Plumber Allthorpe & Moore Drainer Allthorpe. W. Drain Passed 21. 7. 89

Metres of Drain Laid V.C.P. C.I.P. U.P.V.C.

Depth from surface of B.T. inlet B.T. outlet B.T. branches J.U. inlet J.U. outlet Top of J.U. or I.O.



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BARWON WATER DOES NOT WARRANTY THE ACCURACY OF THIS INFORMATION AND WILL ACCEPT NO LIABILITY ARISING FROM ITS USE

Statement of lands for period 1 January 2026 to 31 December 2026

Assessment number: 15215086

Effective valuation date: 1 January 2025 — All values are provided by the Valuer-General of Victoria.

Lands owned as at midnight 31 December 2025 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1	31 BIESKE RD, GROVEDALE, 3216 GREATER GEELONG	014906731 2 L84173	$1,680.00	$2,981.00 TS	$410,000

Total taxable value	$410,000

The taxable value of your property is determined by the Valuer-General Victoria. You can find the Australian Valuation Property Classification Code (AVPCC) on your council rates notice.

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**

Terms and codes (for details, go to sro.vic.gov.au/codes)

†SINGLE HOLDING TAX	††PROPORTIONAL TAX	TS
This is the amount of tax you would pay on the one property.	This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.	Trust Surcharge

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

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.

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Consumer Affairs Victoria

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