

Contract of sale of land

Property: 114 ROULSTON WAY, WALLAN VIC 3756

© Copyright January 2024



Contract of sale of land

© Copyright January 2024

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

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

SIGNED BY THE VENDOR:

on

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

Corey Dale Paton

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

Kim Pauline Paton

State nature of authority, if applicable:

Not Applicable

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

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

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

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

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: <input type="text" value="10754"/>	Folio: <input type="text" value="475"/>	<input type="text" value="176"/>	<input type="text" value="510235D"/>

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

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

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

- General condition 15 applies only if the box is checked

Bank guarantee

- General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on []

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

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

Lender: []

(or another lender chosen by the purchaser)

Loan amount: no more than \$ 0 [] Approval date: []

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

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

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

GC 23 – special condition

- 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.

GC 28 – special condition

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2024

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

5 GUARANTEE

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

6 BUILDING

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

7 GOODS

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

8 TIME AND SETTLEMENT

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
 - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
 - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

11 DEPOSIT

11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.

11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.

11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.

11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

16 **SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

17 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

18 **LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

19 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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 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 a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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 aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Vendor Statement

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

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

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

Land	114 ROULSTON WAY, WALLAN VIC 3756	
Vendor's name	Corey Dale Paton	Date
Vendor's signature		
Vendor's name	Kim Pauline Paton	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

(a)

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title document/s.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where

there is a residence on the land).

Not applicable.

6. OWNERS CORPORATION

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

6.1 Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
--	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

114 ROULSTON WAY, WALLAN VIC 3756
Register Search Statement (Copy of Title) - Volume 10754 Folio 475
Copy of Plan - PS510235D
Instrument Search - AB289174U (AGREEMENT)
Vicroads: Vicroads Certificate - 10754/475
Mitchell: Land Information Certificate - 10754/475
Mitchell: Building Approval 326 (1) - 10754/475
DELWP: Planning Certificate Express - 10754/475
Yarra Valley Water: Water Information Statement - 10754/475
State Revenue Office: Land Tax Certificate - 10754/475 - 114 ROULSTON WAY, WALLAN VIC 3756

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 10754 FOLIO 475

Security no : 124119802429W
Produced 13/11/2024 12:01 PM

LAND DESCRIPTION

Lot 176 on Plan of Subdivision 510235D.
PARENT TITLE Volume 10746 Folio 147
Created by instrument PS510235D 02/10/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KIM PAULINE PATON
COREY DALE PATON both of 114 ROULSTON WAY WALLAN VIC 3756
AD495642U 11/03/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG383294Q 04/03/2009
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB289174U 20/05/2002

DIAGRAM LOCATION

SEE PS510235D 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: 114 ROULSTON WAY WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

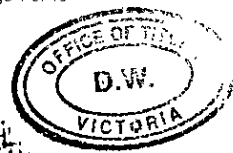
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AB289174U
Number of Pages (excluding this cover sheet)	13
Document Assembled	13/11/2024 12:01

Copyright and disclaimer notice:

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

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



FORM 13

AB289174U

20/05/2002 \$59 173



Schedule 1 of the Planning & Environment Regulations 1

APPLICATION BY RESPONSIBLE AUTHORITY FOR MAKING OF A RECORDING OF AN AGREEMENT

s. 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: BEST HOOPER



Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: Customer Code: 0485 U

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10564 Folio 627

Authority: Mitchell Shire Council

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: IAN SCHOLLES

Position Held: PLANNING MANAGER

Dated: 8/5/2002

20 MAY 2002

DATED the 20th day of December 2001

MITCHELL SHIRE COUNCIL

- and -

BLACKBURN PROPERTIES PTY LTD

Agreement Under Section 173
of the *Planning and Environment Act 1987*



BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:LP:20.0523
Tel: 9670 8951
Fax: 9670 2954

AB289174U



CONTENTS

1. **DEFINITIONS...**

2. **INTERPRETATION...**



DAB289174U-3-3

3. **COMMENCEMENT OF AGREEMENT...**

4. **OWNER'S COVENANTS...**

5. **OWNER'S WARRANTIES...**

6. **SUCCESSORS IN TITLE...**

7. **FURTHER COVENANTS OF THE OWNER...**

8. **ADDITIONAL PROVISIONS...**

9. **GENERAL MATTERS...**

10. **ENDING OF AGREEMENT**

AB289174U

20/05/2002 \$59

173



PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the *20th* day of *December* 2001

BETWEEN:

MITCHELL SHIRE COUNCIL of 113 High Street, Broadford, 3658 in the State of Victoria [the Council]

of the First Part

- and -

BLACKBURN PROPERTIES PTY LTD (ACN 004 992 189) of 542 Station Street, Box Hill, 3128 in the State of Victoria [the Owner]

of the Second Part

WHEREAS:



- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. The Owner has lodged an application with the Council to subdivide the Subject Land ("the subdivision").
- D. The Council refused to issue a planning permit for the subdivision and the Owner's appeal against that refusal has been heard by the Victorian Civil & Administrative Tribunal ("the Tribunal") in Proceeding No. 2000/019220 ("the Proceeding").
- E. The Owner has agreed to enter into this Agreement with its commencement conditional upon the Tribunal determining to uphold the Owner's appeal and direct the issue of a Planning Permit for the subdivision.

AB289174U

20/05/2002 \$59 173



IT IS AGREED:



1. DEFINITIONS

In this agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1 **"the Act"** means the *Planning and Environment Act* 1987.
- 1.2 **"this Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"the Council"** means the Mitchell Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.4 **"the Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes the Mortgagee in Possession.
- 1.5 **"Planning Scheme"** means the Mitchell Planning Scheme.
- 1.6 **"Proposed Plan of Subdivision"** means the proposed Plan of Subdivision attached to this Agreement as **Attachment "A"** considered by the Tribunal in the Proceeding No. 2000/019220.
- 1.7 **"the Subject Land"** means Lot S9 on the proposed Plan of Subdivision and being part of the land comprised in Certificate of Title Volume 10564 Folio 627.
- 1.8 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

AB289174U

20/05/2002 \$59 173





2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa.
- 2.2 a reference to a gender includes a reference to each other gender.
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 any reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 the obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run to law and equity with the Subject Land and each and every part of the Subject Land **PROVIDED THAT** if and when the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

AB289174U

20/05/2002 \$59 173





DAB289174U-7-6

3. COMMENCEMENT OF THE AGREEMENT

3.1 This Agreement shall commence on the date of any order of the Tribunal in the Proceeding directing the grant of a planning permit for the proposed plan of Subdivision which includes a condition that the Owner enter into this Agreement.

4. OWNER'S COVENANTS

4.1 The Owner covenants that it shall not subdivide the Subject Land unless and until such time as the use of the adjoining land being the land comprised in Certificates of Title Volume 9618 Folio 848, Volume 9618 Folio 849 and Volume 9618 Folio 850 ("the adjoining land") ceases to be so used for the purpose of an egg farm.

4.2 For the purpose of this clause, the use of the adjoining land shall be deemed to have ceased to be used for the purpose of an egg farm if such use for that purpose has ceased for a continuous period of two years.

5. OWNER'S WARRANTIES

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

5.1 apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Scheme or any permit or approved plan under the Scheme.

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

AB289174U

20/05/2002 \$59 173





6. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall ensure that, unless this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owner's successors in title will:

- 6.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 6.2 execute under seal a deed agreeing to be bound by the terms of this Agreement.

7. FURTHER COVENANTS OF THE OWNER

The Owner covenants that it will:

7.1 Notice

- 7.1.1 bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees, lessees and assigns of the Subject Land or any part of it.

7.2 Compliance

- 7.2.1 do all things necessary to give affect to this Agreement;
- 7.2.2 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement and the register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and to do all things necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that Section; and

AB289174U

20/05/2002 \$59 173



7.2.3 immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of an incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

7.3 Agreement under Section 173 of the Act



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

8. ADDITIONAL PROVISIONS

8.1 The Responsible Authority, qua Council, shall not be obliged to certify or issue any statement of compliance in respect of the Proposed Subdivision or any subdivision for residential purposes of that part of the Subject Land within the proposed subdivision until:

- the adjoining land has ceased to be used/operated as poultry farm for a period of two years; and;
- all or any stockpiles of manure on the adjoining land must be removed/rendered innocuous to the satisfaction of the Responsible Authority.

8.2 The Owner further covenants not to grant any lease of any part of the Subject Land for residential purposes until the conditions in the preceding paragraph have been complied with provided that this covenant shall not apply to any dwelling existing on the Subject Land or any part of it at the date of this Agreement.

9. GENERAL MATTERS

9.1 Notices

AB289174U

20/05/2002 \$59 173





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

9.1.1 by delivering it personally to that party;

9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post

9.2 a notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of the business day on which it is sent.

9.3 **No Waiver**

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

AB289174U

20/05/2002 \$59 173





9.4 Severability

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

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10. ENDING OF AGREEMENT

This Agreement shall come to an end if the use of the adjoining land for the purpose of an egg farm ceases for a continuous period of two years.

EXECUTED as a Deed by the parties on the date set out at the commencement of this Agreement.

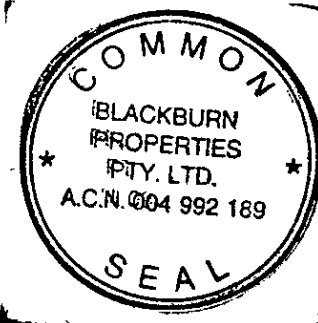
Signed for and on behalf of the Mitchell Shire Council pursuant to the Instrument Of Delegation issued to the position of Chief Executive Officer by resolution of Council on 16 November, 1998.

[Handwritten Signature]
.....
Garry Robert Cecil
Chief Executive Officer

.....
20th December 2001
.....
Date



THE COMMON SEAL of BLACKBURN
PROPERTIES PTY LTD was affixed
hereto in the presence of:



Walter Kilgore Mott
.....
Director

Anthony Mular Mott
.....
Director/Secretary

WALTER KILGORE MOTT
Name

ANTHONY MULAR MOTT
Name

"KOORA MIDGEE"
DALLS Rd.
Address WITTLESSEA
3757

5 BEAVIS COURT, TEMPLESTON
Address 3106



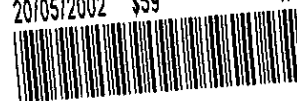
DAB289174U-12-7

INFORMATION ONLY

AB289174U

20/05/2002 \$59

173

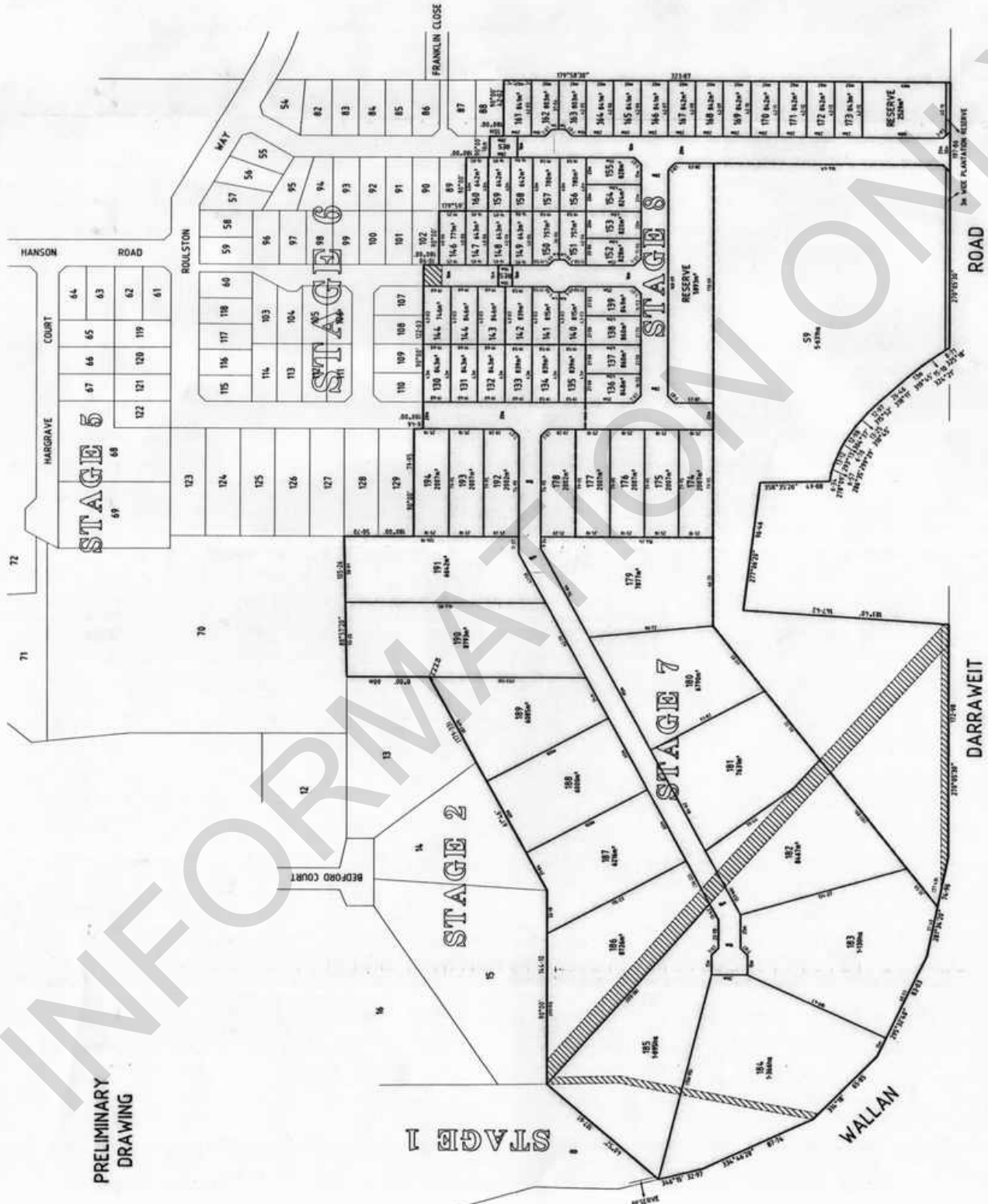


ATTACHMENT "A"



DB289174U-13-1

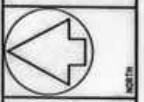
AB289174U
 20/05/2012 \$59 173



PRELIMINARY DRAWING

DESIGNED	PSF	26/8/99	SCALE	1:500
DRAWN	GDJ	23/9/99	SHEET	1 of 1
CHECKED	PSF	25/9/99	DRAWING NO.	9107T2
REVISED	PSF	24/9/01	VERSION	3.0 (24/9/2001)
REVISIONS		24/9/01	BY: [Name]	

PROPOSED SUBDIVISION
 LOT 57 ON PS327704P
 WALLAN - DARRAWEIT ROAD, WALLAN
 SHIRE OF MITCHELL



TOTAL SITE AREA : 24.97ha
 No. OF LOTS : 65
 DENSITY : 2.7 LOTS/ha
 AVERAGE LOT AREA : 248m²



PLAN IS SUBJECT TO THE APPROVAL OF VARIOUS STATUTORY AUTHORITIES.
 DIMENSIONS HEREIN ARE SUBJECT TO SURVEY.
 EXISTING EASEMENTS SHOWN WITHIN.
 FOR PRECISE DETAILS OF EASEMENTS SEE PS 327704P.

NEW PLAN
 1:500 SCALE
 LAND SUBDIVISION
 PROJECT MANAGEMENT

MILLER & MORGAN PTY. LTD. (ACN 081 841 488)
 21 COOPERATE RD, GARDON, VICTORIA 3103
 13 COOPERATE RD, GARDON, VICTORIA 3103
 13 COOPERATE RD, GARDON, VICTORIA 3103

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS510235D
Number of Pages (excluding this cover sheet)	10
Document Assembled	13/11/2024 12:01

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION	STAGE NO. <hr style="width: 50px; margin: 0 auto;"/>	LTO use only EDITION 1	Plan Number PS 510235D
----------------------------	---	----------------------------------	----------------------------------

Location of Land

Parish: **WALLAN WALLAN**

Crown Allotment: **62A (PART)**

Crown Portion: **A (PART)**

Title Reference: **VOL.10746 FOL.147**

Last Plan Reference: **PS327704P LOT A**

Postal Address: **WALLAN-DARRAWAIT ROAD
WALLAN, 3756**

AMG Co-ordinates (of approx. centre of land in plan) **E 319 230 Zone: 55
N 5858 400**

Council Certification and Endorsement

Council Name: **MITCHELL SHIRE COUNCIL** Ref: **5200186**

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

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.
Date of original certification under section 6 / /~~

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage.....~~

Council delegate

Date **16 / 7 / 2003**

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~

~~Date / /~~

Vesting of Roads and Reserves

Identifier	Council/Body/Person
ROAD R1	MITCHELL SHIRE COUNCIL
RESERVE No.1	MITCHELL SHIRE COUNCIL
RESERVE No.2	MITCHELL SHIRE COUNCIL
RESERVE No.3	MITCHELL SHIRE COUNCIL
RESERVE No.4	MITCHELL SHIRE COUNCIL

Notations

Staging This is not a staged subdivision.
Planning Permit No. P301911 & P301912

Depth Limitation **DOES NOT APPLY.**

OTHER PURPOSE OF PLAN
CREATION OF RESTRICTION (SEE SHEET 10 FOR DETAILS)

Survey

This plan is based on survey
Also refer to survey in PS327704P

This survey has been connected to permanent marks no(s)
WALLAN WALLAN 102 & MERRIANG 75
In Proclaimed Survey Area No. —

"PRETTY SALLY HEIGHTS" ESTATE
STAGE 7 & 8
60 LOTS + 1 STAGE LOT

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance
A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3, E-4, E-11	TRANSMISSION OF ELECTRICITY	DIAGRAM SEE	C/E A242805	SECV
E-2, E-3, E-12	TELECOMMUNICATION		PS327704P	LAND IN PS327704P
E-4, E-5	DRAINAGE		PS327704P	SHIRE OF KILMORE
E-6, E-13	DRAINAGE SEWERAGE		PS327704P PS327704P	SHIRE OF MITCHELL GOULBURN VALLEY REGION WATER AUTHORITY
E-7	CARRIAGEWAY		PS327704P	EASTERN ENERGY LTD.
E-8, E-9, E-11, E-12	DRAINAGE		THIS PLAN	MITCHELL SHIRE COUNCIL
E-8, E-10	PIPELINES OR ANCILLARY PURPOSES		THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY
E-13, E-14	WATER SUPPLY CARRIAGEWAY PIPELINES OR ANCILLARY PURPOSES		THIS PLAN THIS PLAN THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY GOULBURN VALLEY REGION WATER AUTHORITY GOULBURN VALLEY REGION WATER AUTHORITY

LTO use only

Statement of Compliance/Exemption Statement

Received

Date **25 / 9 / 2003**

LTO use only

PLAN REGISTERED

TIME **9.36am**

DATE **2 / 10 / 03**

[Signature]
Assistant Registrar of Titles

Sheet 1 of 10 Sheets

MILLAR & MERRIGAN PTY. LTD.
ACN 005 541 668
21 COOLSTORE ROAD, CROYDON
Telephone (03) 9725 8866
Facsimile (03) 9725 2710
Email survey@millarmerriagan.com.au
PO BOX 247 CROYDON VIC 3136

LICENSED SURVEYOR G.J. EDWARDS

SIGNATURE DATE / /

REF 9107S8 VERSION 6 : 5/5/2003

.....

Date **16 / 7 / 2003**

COUNCIL DELEGATE SIGNATURE

Original sheet size A8



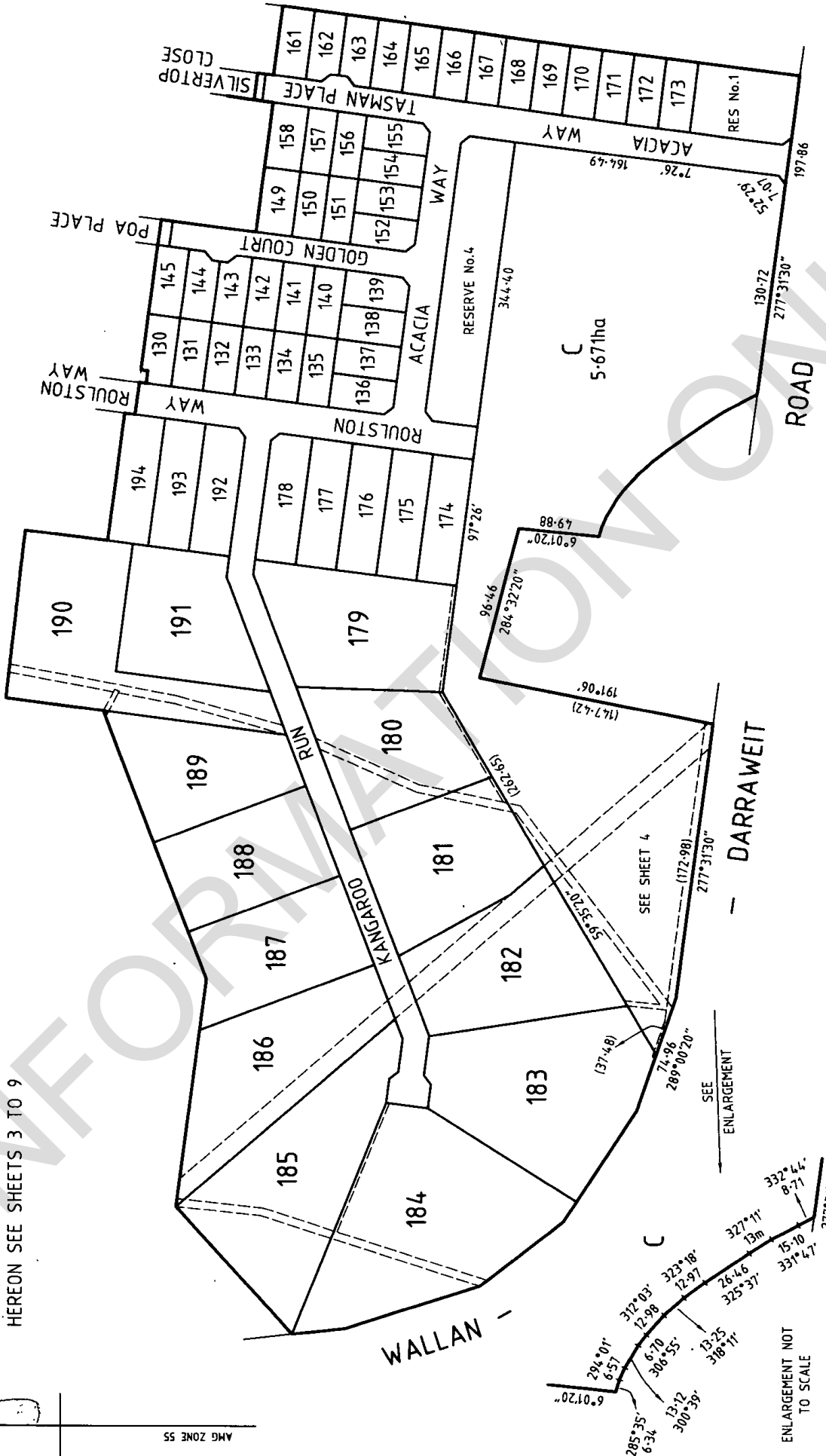
AMG ZONE 55

FOR DETAILS NOT SHOWN
HEREON SEE SHEETS 3 TO 9

PLAN OF SUBDIVISION

Stage No. /

Plan Number
PS 510235D



ENLARGEMENT NOT TO SCALE

Sheet 2 of 10 Sheets

Merrigan
Land Development Consultants

MILLAR & MERRIGAN PTY. LTD.
ACN 005 541 668
21 COOLSTORE ROAD, CROYDON
Telephone (03) 9725 8866
Facsimile (03) 9725 2710
Email survey@millarmerrigan.com.au
PO BOX 247 CROYDON VIC 3136

ORIGINAL
SCALE SHEET SIZE
1:2500 A3

SCALE
25 0 50 100
LENGTHS ARE IN METRES

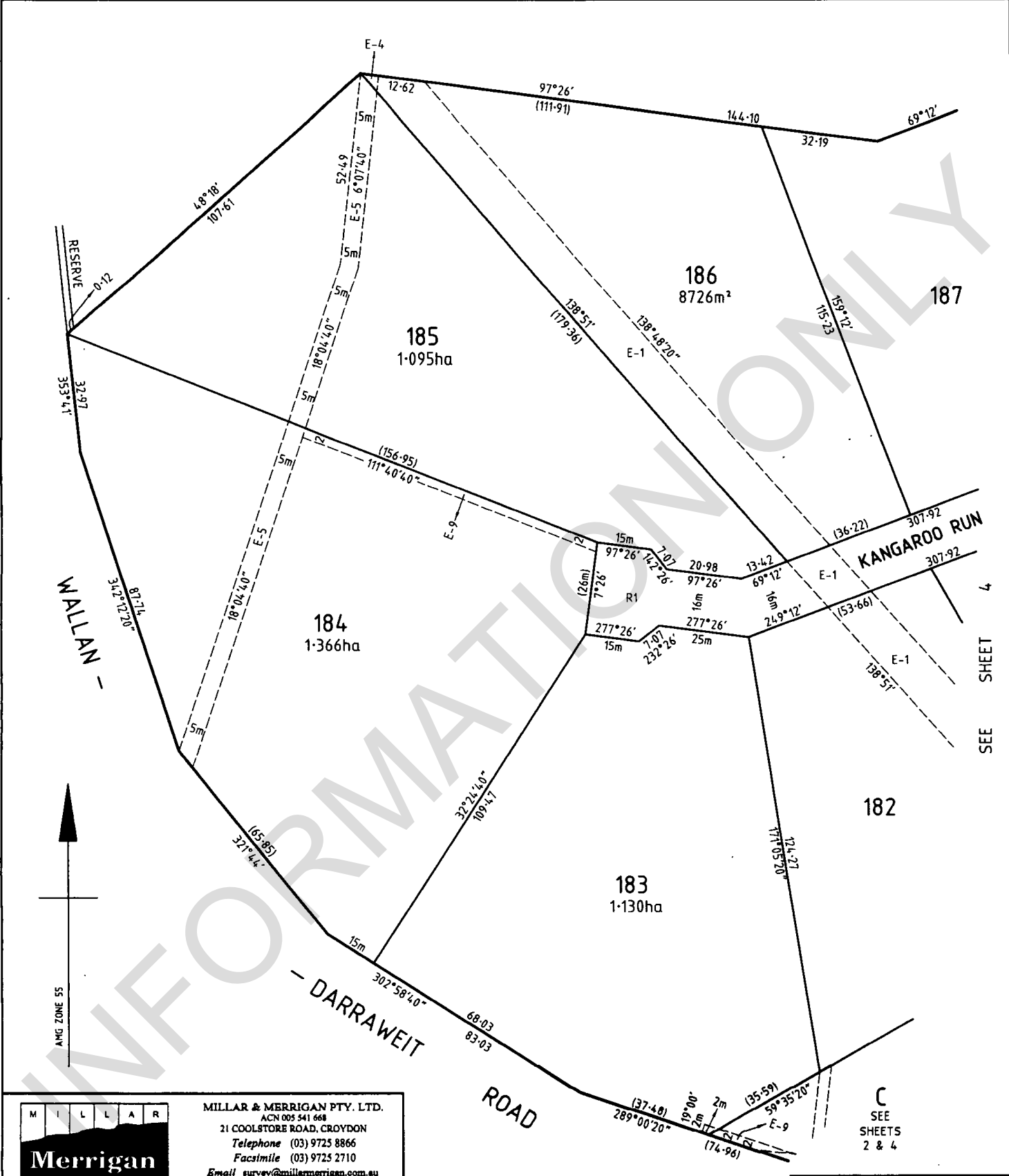
LICENSED SURVEYOR G. J. EDWARDS
SIGNATURE DATE / /
REF 9107S8
VERSION 6

Date 14 / 7 / 2003
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. _____

Plan Number
PS 510235D



SEE SHEET 4

C
SEE SHEETS 2 & 4

	MILLAR MILLAR & MERRIGAN PTY. LTD. ACN 005 541 668 21 COOLSTORE ROAD, CROYDON Telephone (03) 9725 8866 Facsimile (03) 9725 2710 Email survey@millermerrigan.com.au PO BOX 247 CROYDON VIC 3136
	Land Development Consultants

ORIGINAL SCALE 1:1000 SHEET SIZE A3	SCALE LENGTHS ARE IN METRES
---	--------------------------------

LICENSED SURVEYOR **G.J. EDWARDS**

SIGNATURE DATE / /

REF **910758** VERSION 6

Sheet 3 of 10 Sheets

.....

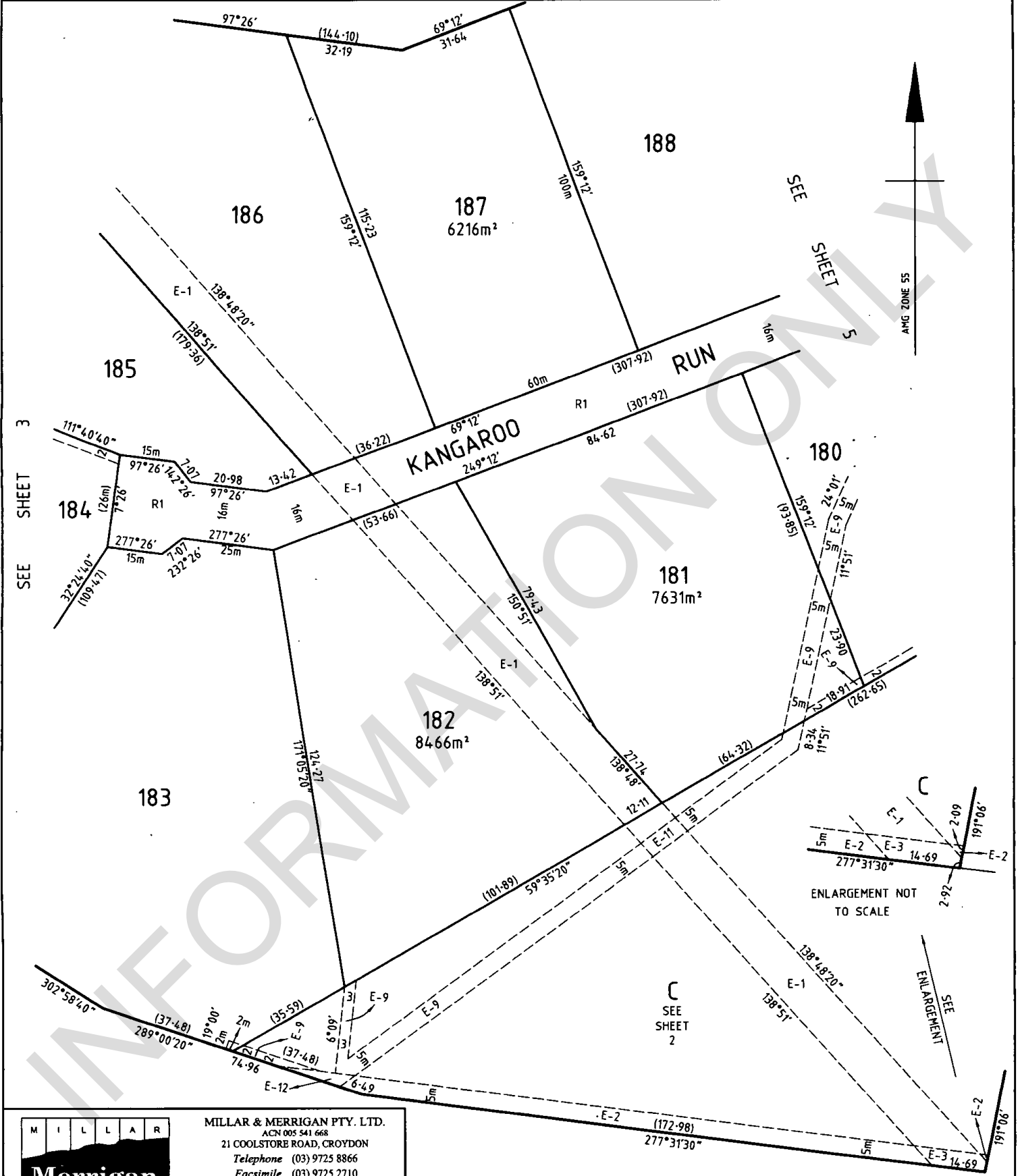
Date 16 / 7 / 2003
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

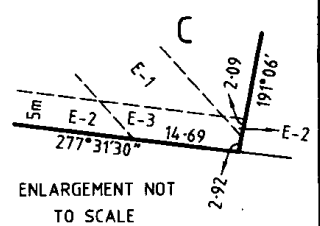
Plan Number

PS 510235D



SEE SHEET 5

SEE SHEET 3



SEE ENLARGEMENT

SEE SHEET 2



MILLAR & MERRIGAN PTY. LTD.
ACN 005 541 668
21 COOLSTORE ROAD, CROYDON
Telephone (03) 9725 8866
Facsimile (03) 9725 2710
Email survey@millarmerrigan.com.au
PO BOX 247 CROYDON VIC 3136

Sheet 4 of 10 Sheets

.....

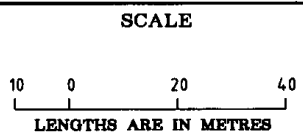
Date 16 / 7 / 2003
COUNCIL DELEGATE SIGNATURE

ORIGINAL

SCALE

SCALE SHEET SIZE

1:1000 A3



LICENSED SURVEYOR G.J. EDWARDS

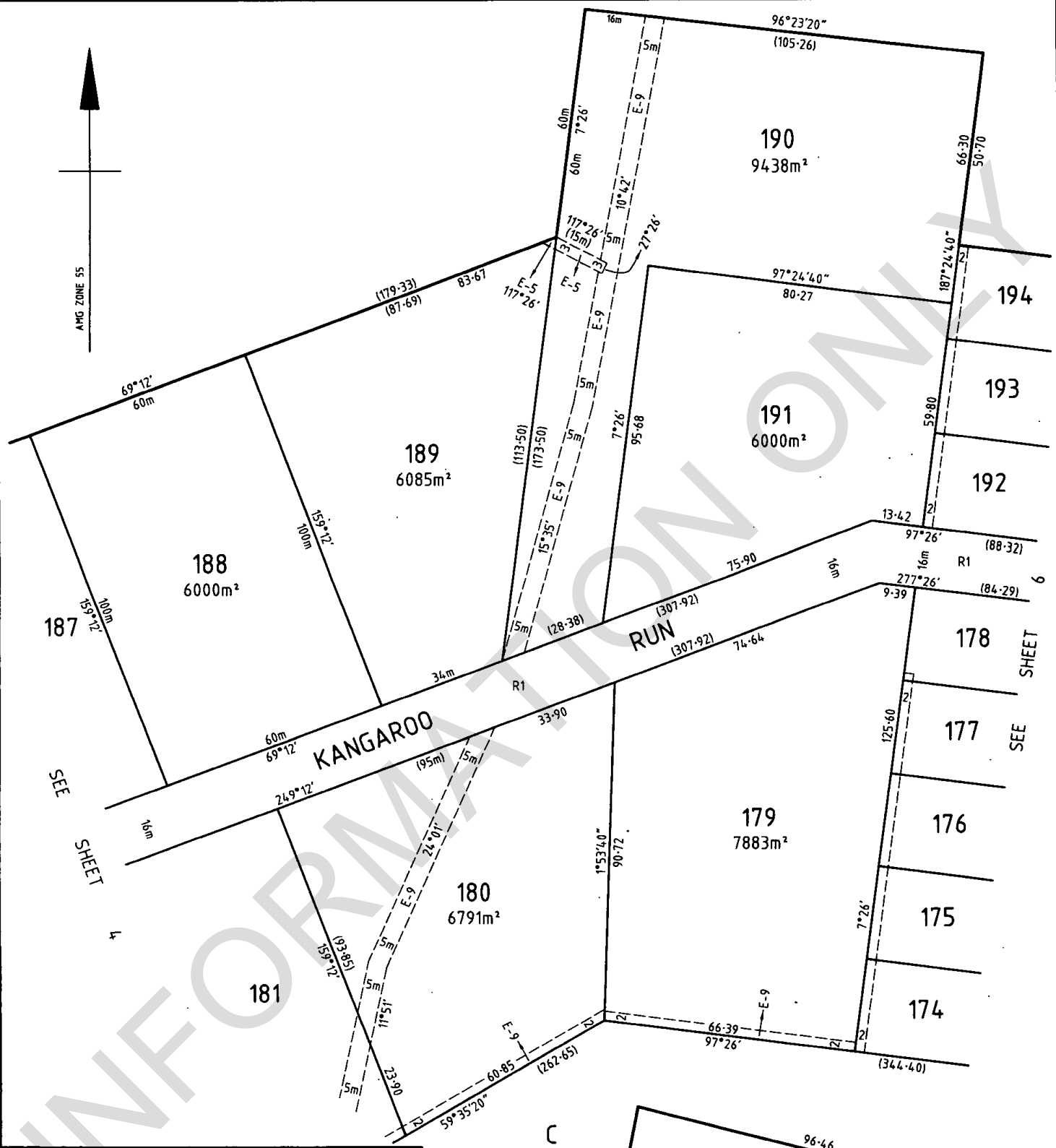
SIGNATURE DATE / /

REF 9107S8 VERSION 6

PLAN OF SUBDIVISION

Stage No. _____

Plan Number
PS 510235D

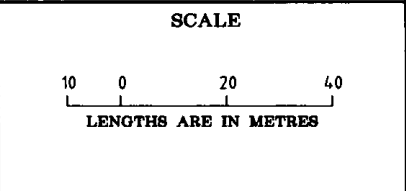


	MILLAR & MERRIGAN PTY. LTD. ACN 005 341 668 21 COOLSTORE ROAD, CROYDON Telephone (03) 9725 8866 Facsimile (03) 9725 2710 Email survey@millarmerrian.com.au PO BOX 247 CROYDON VIC 3136
	C SEE SHEETS 2 & 4

ORIGINAL

SCALE

SCALE SHEET SIZE
1:1000 A3



LICENSED SURVEYOR **G.J. EDWARDS**

SIGNATURE DATE / /

REF **9107S8** VERSION 6

Sheet 5 of 10 Sheets

.....

Date 16 / 7 / 2003

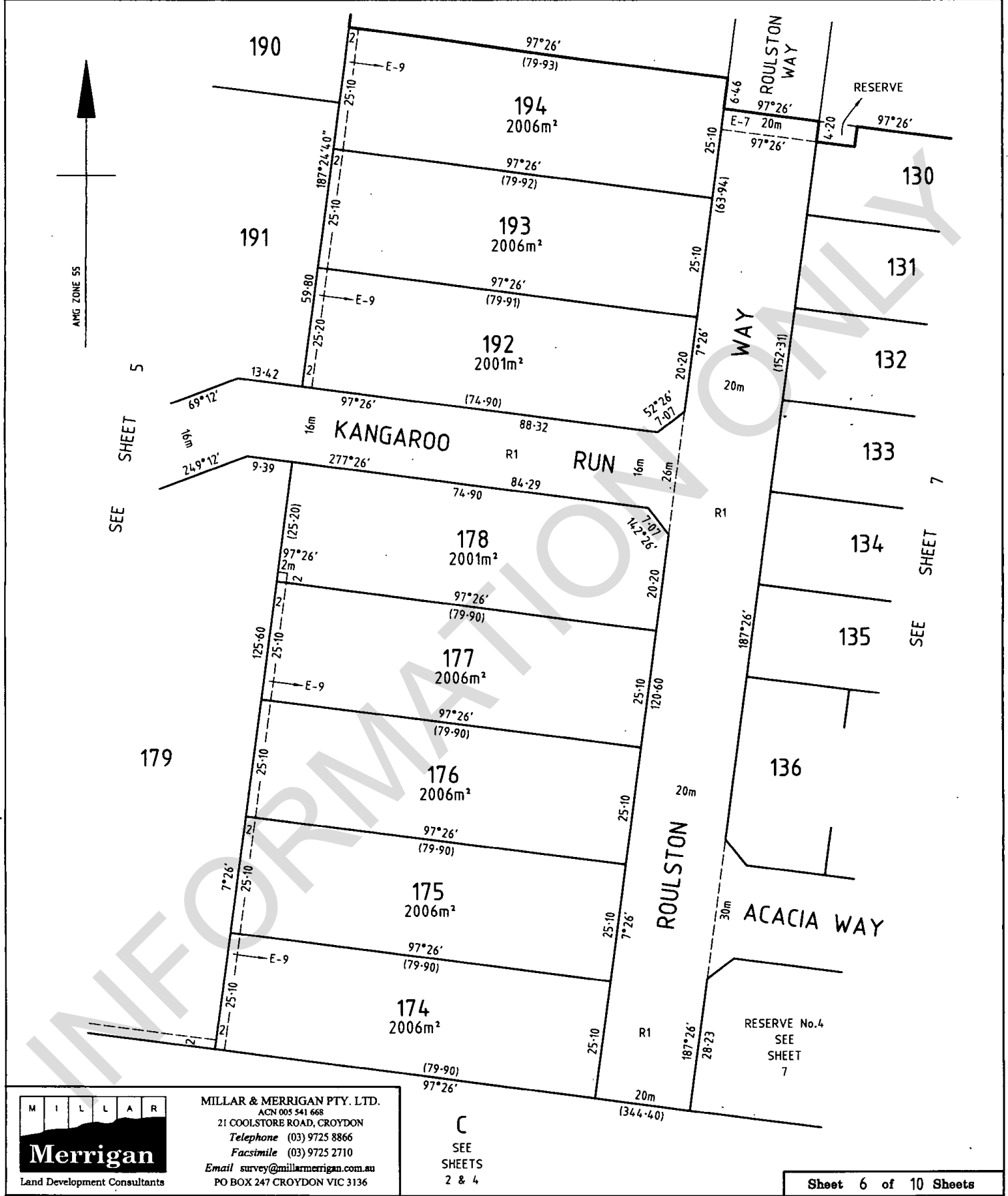
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510235D



MILLAR & MERRIGAN PTY. LTD.
 ACN 005 541 668
 21 COOLSTORE ROAD, CROYDON
 Telephone (03) 9725 8866
 Facsimile (03) 9725 2710
 Email survey@millarandmerrigan.com.au
 PO BOX 247 CROYDON VIC 3136

C
 SEE
 SHEETS
 2 & 4

Sheet 6 of 10 Sheets

.....

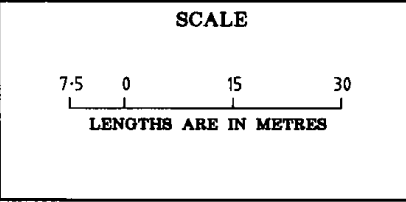
Date 16 / 7 / 2003
 COUNCIL DELEGATE SIGNATURE

ORIGINAL

SCALE

SCALE SHEET SIZE

1:750 A3



LICENSED SURVEYOR G.J. EDWARDS

SIGNATURE DATE / /

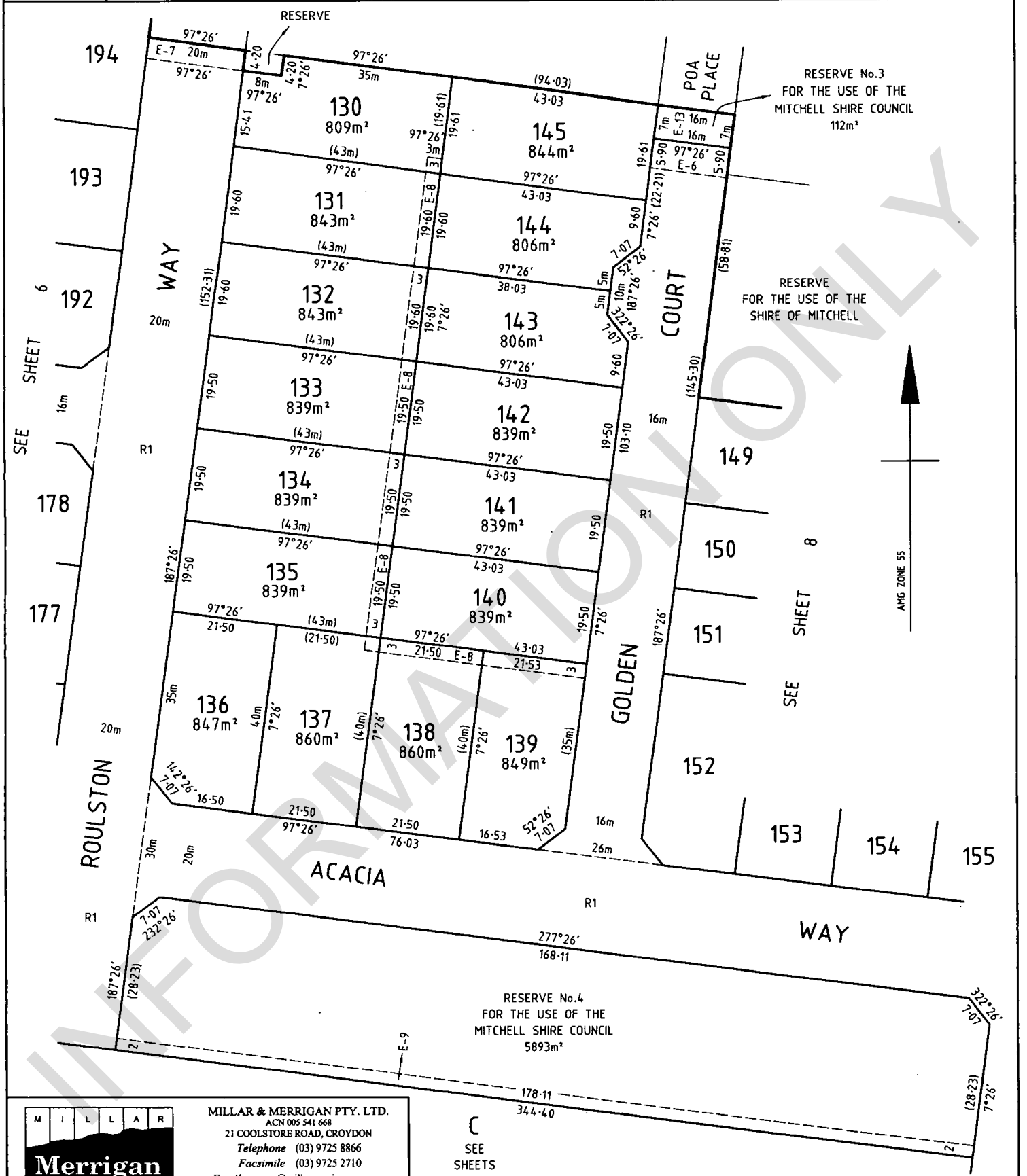
REF 9107S8 VERSION 6

PLAN OF SUBDIVISION

Stage No.

Plan Number

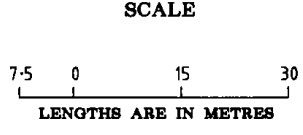
PS 510235D



MILLAR & MERRIGAN PTY. LTD.
 ACN 005 541 668
 21 COOLSTORE ROAD, CROYDON
 Telephone (03) 9725 8866
 Facsimile (03) 9725 2710
 Email survey@millarandmerrigan.com.au
 PO BOX 247 CROYDON VIC 3136

SEE SHEETS 2 & 4

ORIGINAL SCALE
 SCALE SHEET SIZE
 1:750 A8



LICENSED SURVEYOR G.J. EDWARDS
 SIGNATURE DATE / /
 REF 9107S8 VERSION 6

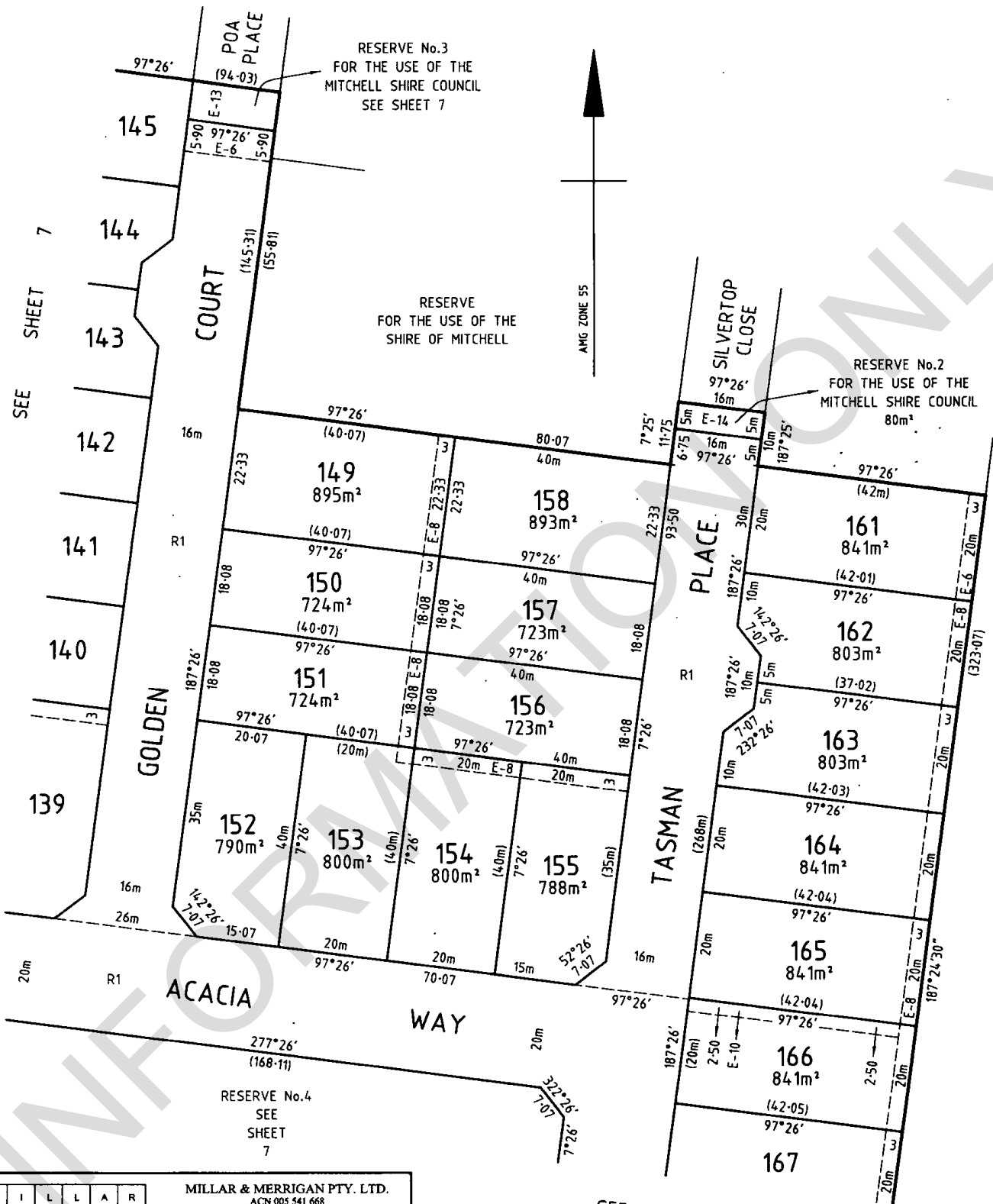
Sheet 7 of 10 Sheets
 Date 16 / 7 / 2003
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510235D

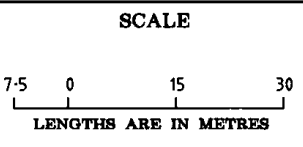


MILLAR & MERRIGAN PTY. LTD.
 ACN 005 541 668
 21 COOLSTORE ROAD, CROYDON
 Telephone (03) 9725 8866
 Facsimile (03) 9725 2710
 Email survey@millarmerriگان.com.au
 PO BOX 247 CROYDON VIC 3136

SEE SHEET 9

Sheet 8 of 10 Sheets

ORIGINAL
 SCALE SHEET SIZE
 1:750 A8



LICENSED SURVEYOR G.J. EDWARDS
 SIGNATURE DATE / /
 REF 9107S8 VERSION 6

Date 16 / 7 / 2003
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

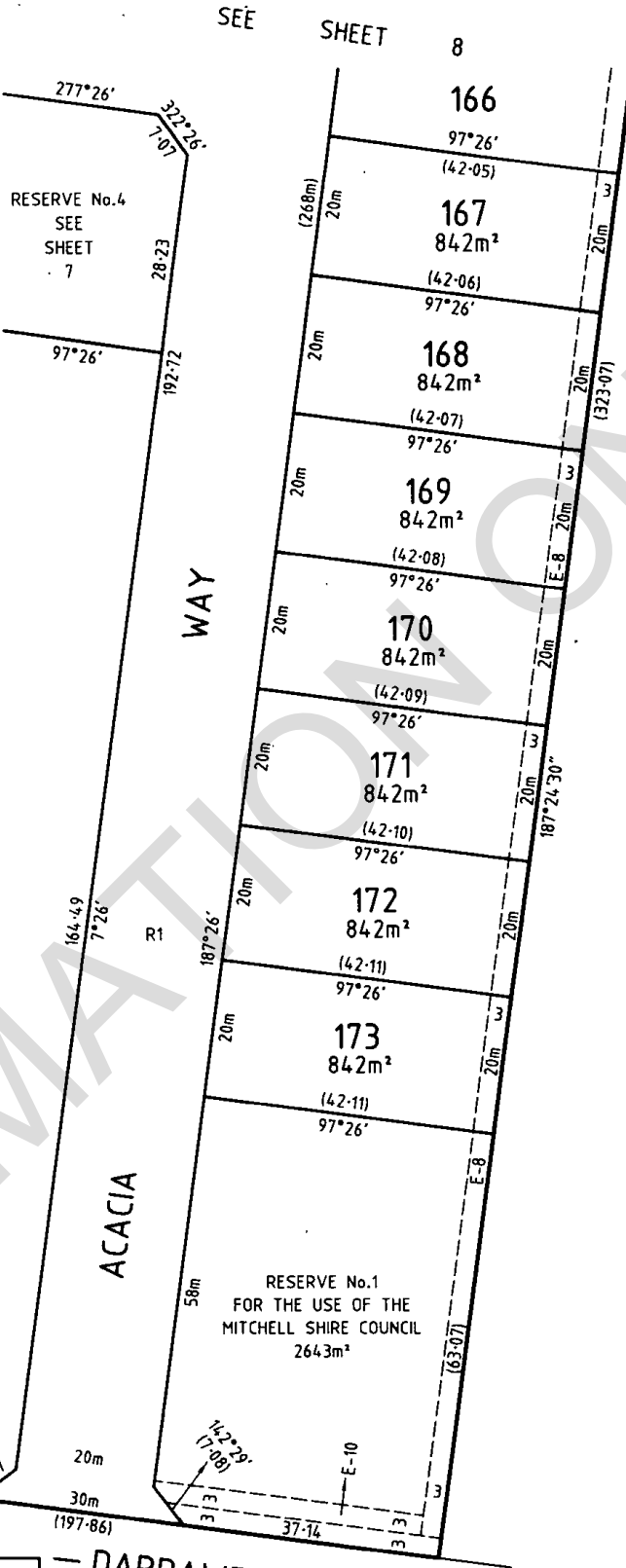
Stage No.

Plan Number

PS 510235D



C
SEE
SHEETS
2 & 4



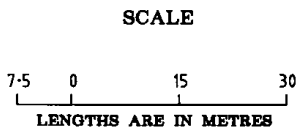
MILLAR & MERRIGAN PTY. LTD.
ACN 005 541 668
21 COOLSTORE ROAD, CROYDON
Telephone (03) 9725 8866
Facsimile (03) 9725 2110
Email survey@millsmerrigan.com.au
PO BOX 247 CROYDON VIC 3136

— DARRAWEIT ROAD

WALLAN —

Sheet 9 of 10 Sheets

ORIGINAL
SCALE SHEET
1:750 AS3



LICENSED SURVEYOR G.J. EDWARDS
SIGNATURE DATE / /
REF 9107S8 VERSION 6

Date 16 / 7 / 2003
COUNCIL DELEGATE SIGNATURE

<p>PLAN OF SUBDIVISION</p>	<p>Stage No. _____</p>	<p>Plan Number PS 510235D</p>
-----------------------------------	------------------------	--

CREATION OF RESTRICTION

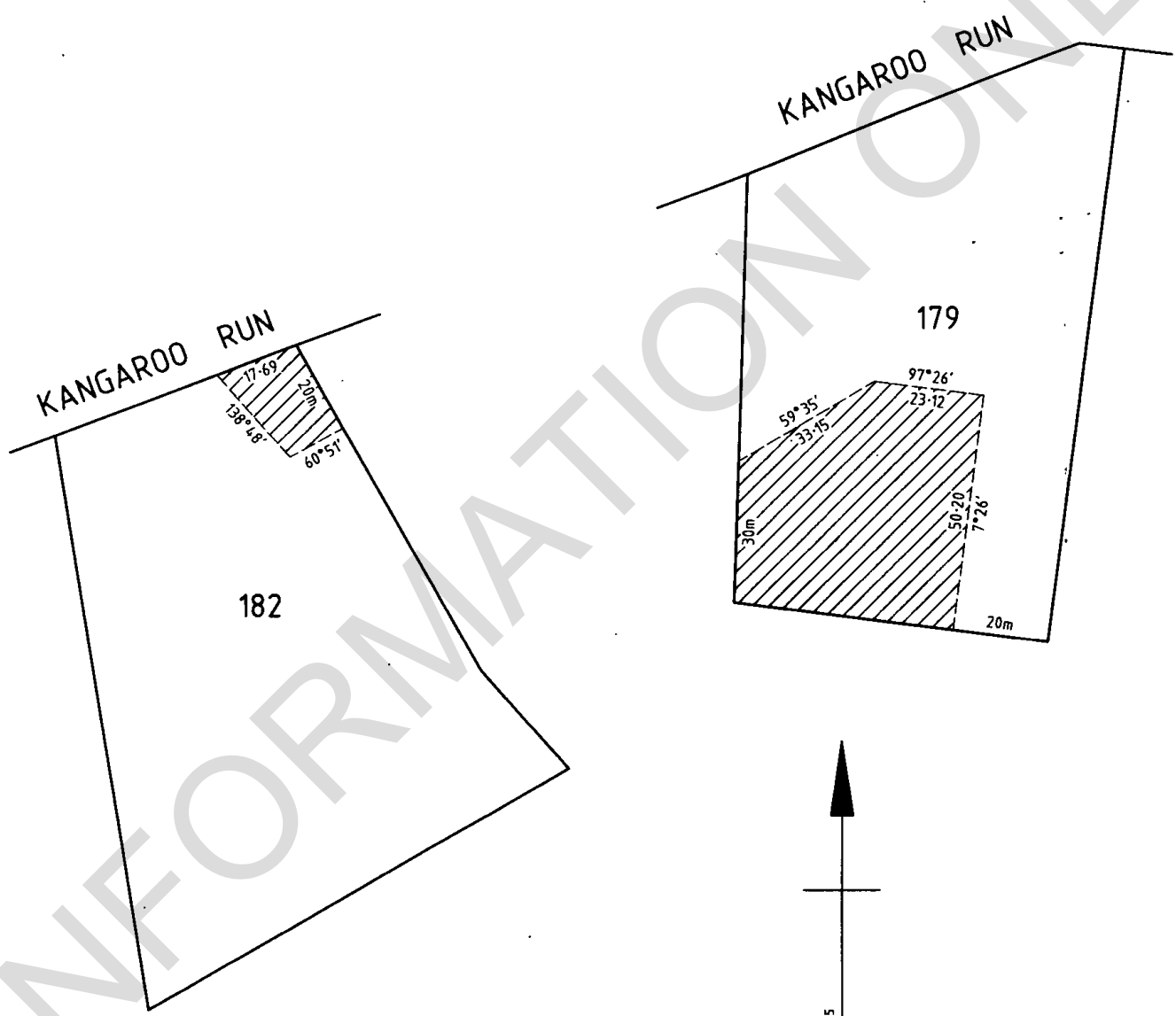
Upon registration of this plan the following restriction is created:

LAND TO BENEFIT : Lot 180 on this plan.

LAND TO BE BURDENED : Lots 179 and 182 on this plan.

DESCRIPTION OF RESTRICTION

No building shall be erected on lots 179 and 182 within the area shown hatched on the diagram hereon.



<p>Merrigan Land Development Consultants</p>	<p>MILLAR & MERRIGAN PTY. LTD. ACN 005 541 668 21 COOLSTORE ROAD, CROYDON Telephone (03) 9725 8866 Facsimile (03) 9725 2710 Email survey@millarmerigan.com.au PO BOX 247 CROYDON VIC 3136</p>
---	--

<p>ORIGINAL</p> <p>SCALE</p> <p>1:1000</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR G.J. EDWARDS</p> <p>SIGNATURE DATE / /</p> <p>REF 9107S8 VERSION 6</p>	<p>Sheet 10 of 10 Sheets</p> <p>.....</p> <p>Date 16 / 7 / 2003</p> <p>COUNCIL DELEGATE SIGNATURE</p>
--	---	---	---

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1087971

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

PATON, COREY DALE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 176 PLAN PS510235 ALSO KNOWN AS 114 ROULSTON WAY WALLAN
MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- and a LOW DENSITY RESIDENTIAL ZONE

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

13 November 2024

Sonya Kilkenny
Minister for Planning

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

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

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

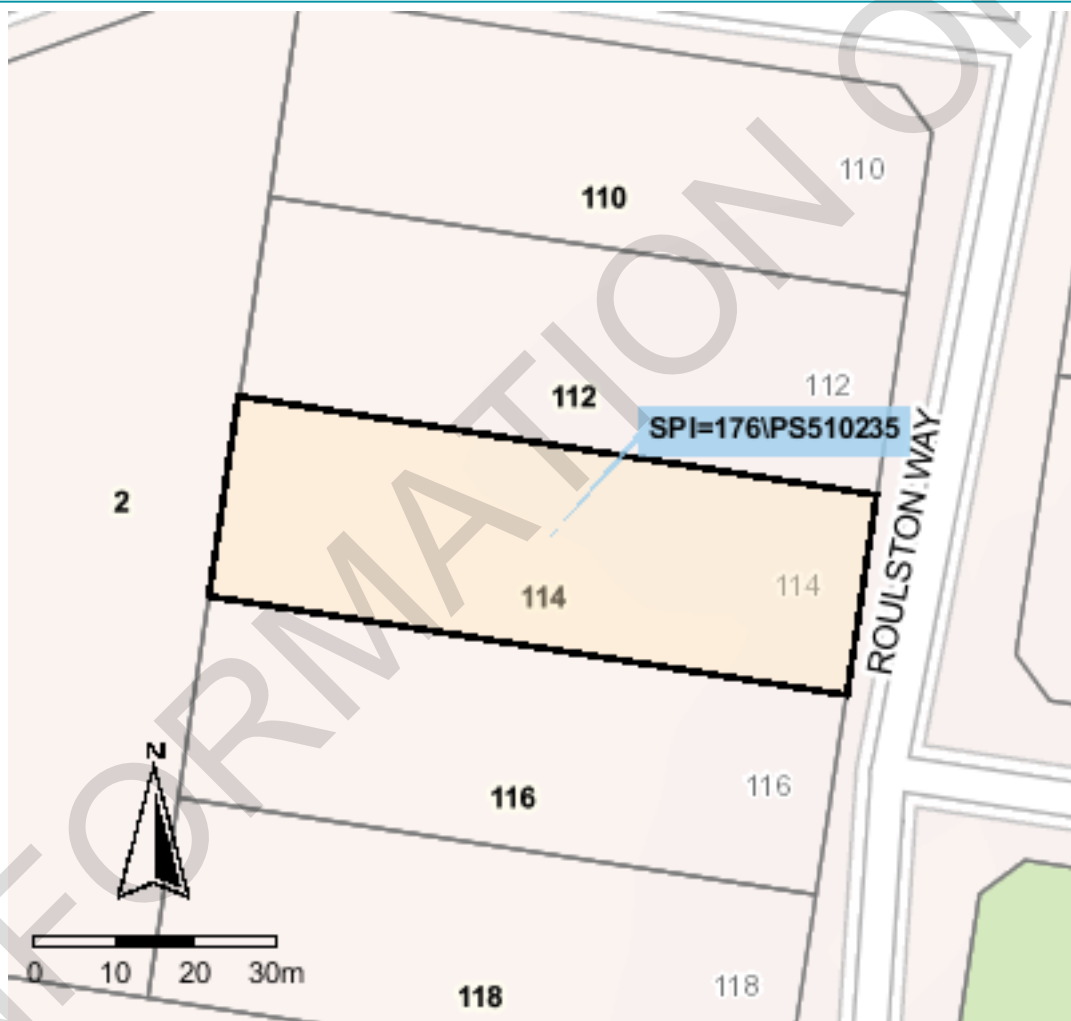
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 13th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

114 ROULSTON WAY, WALLAN 3756
SHIRE OF MITCHELL

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

Date of issue: 13th November 2024

Telephone enquiries regarding content of certificate: 13 11 71



19 November 2024

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

114 ROULSTON WAY WALLAN VIC 3756

I refer to your letter regarding the above property and reply to your queries as follows:-

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
20152647/0	02/12/2015	Construction of a Verandah, Deck and Swimming Pool with Safety Barriers	Final Cert No: 20152647	13/10/2016

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter, please contact me.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	Issue Date:	25/11/2024
	DX 250639	Certificate No:	LIC24\2727
	MELBOURNE		
Your Reference:	74907926-015-0	Property Number:	111573

Property Location	114 Roulston Way WALLAN VIC 3756		
Title Description:	Lot 176 PS 510235 Vol 10754 Fol 475	Land Area (ha):	0.2006

Site Value:	\$553000	Capital Improved Value	\$1071000	Net Annual Value:	\$53550
Level Date:	01/01/2024	Effective Date:	01/07/2024		

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES for the year ending 30th June 2025

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - General	\$2500.10
Garbage	\$1088.00
Municipal Charge	\$199.35
Payments	(\$2006.60)
Fire Services Property levy - Fixed	\$132.00
Fire Services Property levy - Variable	\$93.15
Balance Outstanding	\$2,006.00

Mitchell Shire Council

LAND INFORMATION CERTIFICATE (Cont.)

Property Location: 114 Roulston Way
WALLAN VIC 3756
Property Number: 111573

Certificate No: LIC24\2727

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.
 2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.
 3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
 4. Payments are subject to clearance by the bank.
 5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.
-

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

Receipt for the sum of \$29.70 being the appropriate fee for this certificate is acknowledged.

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



.....
Authorised Officer – Mitchell Shire Council



Bill Code: 93807
Ref: 1115732

13th November 2024

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	114 ROULSTON WAY WALLAN 3756
Applicant	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30899411
Conveyancing Account Number	7959580000
Your Reference	366904

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	114 ROULSTON WAY WALLAN 3756
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	114 ROULSTON WAY WALLAN 3756
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

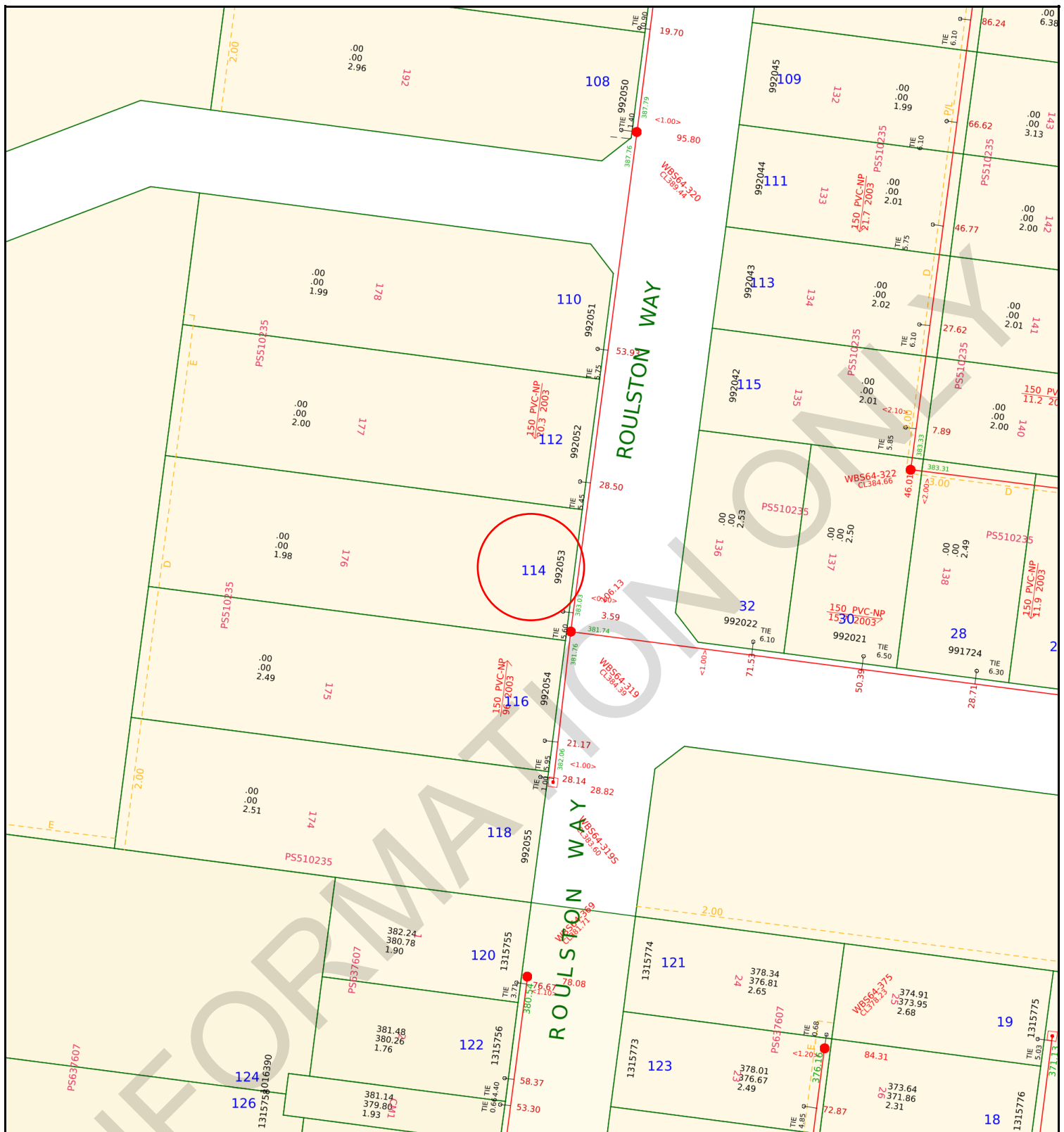
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30899411**

Address	114 ROULSTON WAY WALLAN 3756
Date	13/11/2024
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

27th November 2013

Application ID: 121097

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	992053

INFORMATION ONLY

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake must be done by a Licensed Plumber, engaged by you, at your cost. It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Plumbing Industry Commission.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au or faxed to 9872 1413.

Any unused sewer connection branches at the site must be cut and sealed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1425480000
Rate Certificate No: 30899411

Date of Issue: 13/11/2024
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
114 ROULSTON WAY, WALLAN VIC 3756	176\PS510235	1645857	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 39.600000kL x \$3.34380000 = \$13.24 Step 1 – 0.000000kL x \$3.43420000 = \$122.39 Step 2 – 17.400000kL x \$4.38730000 = \$7.63 Step 2 – 0.000000kL x \$4.50590000 = \$70.56 Estimated Average Daily Usage \$2.38	21-06-2024 to 19-09-2024	\$213.82	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$171.13



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1645857

Address: 114 ROULSTON WAY, WALLAN VIC 3756

Water Information Statement Number: 30899411

HOW TO PAY



Bill Code: 314567
Ref: 1425480005

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	24/891
Certificate No:	80723703
Issue Date:	13 NOV 2024
Enquiries:	ESYSPROD

Land Address: 114 ROULSTON WAY WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30853207	176	510235	10754	475	\$0.00

Vendor: KIM PATON & COREY PATON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
COREY DALE PATON	2024	\$553,000	\$0.00	\$0.00	\$0.00


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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,092,000
SITE VALUE:	\$553,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 80723703

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,109.00

Taxable Value = \$553,000

Calculated as \$1,350 plus (\$553,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 80723703

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80723703

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	24/891
Certificate No:	80723703
Issue Date:	13 NOV 2024
Enquires:	ESYSPROD

Land Address: 114 ROULSTON WAY WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30853207	176	510235	10754	475	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,092,000
SITE VALUE:	\$553,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80723703

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	24/891
Certificate No:	80723703
Issue Date:	13 NOV 2024

Land Address: 114 ROULSTON WAY WALLAN VIC 3756

Lot	Plan	Volume	Folio
176	510235	10754	475

Vendor: KIM PATON & COREY PATON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80723703

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 80723703

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80723703

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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



FORM 23
Regulations 147Y(4), 147ZB(2)
Building Act 1993 - Building Regulations 2018
CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued To.

- Owner:** C D Paton & K P Paton
- Postal Address:** 114 Roulston Way, Wallan VIC 3756
- Email Address:** valpaton54@bigpond.com.au
- Telephone No:** 0409 633 099

Property Details:

Number:	Street/ Road:	City/ Suburb:	Postcode:
114	Roulston Way	Wallan VIC	3756
Municipal District: Mitchelle Shire			

Type of Swimming Pool or Spa:

- Permanent swimming pool Permanent Spa
Relocatable swimming pool Relocatable Spa

- Date of construction of swimming pool or spa:** 02/12/2015
- Applicable Barrier Standard:** AS1926.1 - 2012
- The applicable barrier Standard applies under:**
 - Relevant deemed to satisfy provisions of the Building Code of Australia
 - Part 9A, Division 2 Victorian Building Regulations 2018
- Date of inspection of the *Swimming Pool Barrier:** 09/05/2024

Certification of Compliance:

Following inspection of the ***Swimming Pool Barrier** on the date referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector:

Date: 13/05/2024

I confirm that *I did / *did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector details:

- Building Inspector -Elle Smith IN-PS100019
- ABN: 65 153 649 869
- 7 Thoresby St, Doreen VIC 3754
- metropoolcompliance@gmail.com
- 0400 809 645

Division 3

Maintenance and operation of barriers for swimming pools and spas

Reg 147F - Swimming pool and spa barrier maintenance

The owner of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is properly maintained.

Note. *Keep climbable objects, which provide a 10mm toe of finger hold away from the prescribed non climb zones externally of the pool safety barrier.*

Reg 147G - Swimming pool and spa barrier operation

An occupier of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is operating effectively.

Note. *Periodic inspection of the latching device and operation of the pool / spa barrier gate by the owner is required in order to maintain compliance. Movement resulting from seasonal ground movement, wear and tear and malfunction may effect the performance of the latching device mechanism.*

147H - Swimming pool and spa barrier gate must remain closed

(1) An occupier of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that any gate or door forming part of a barrier restricting access to the swimming pool or spa remains closed except when a person is entering or leaving the part of the land on which the swimming pool or spa is located.

(2) A person who opens a gate or door forming part of a barrier restricting access to the swimming pool or spa must ensure that the gate or door is closed immediately after entering or leaving the part of the land on which the swimming pool or spa is located.

Note. *Periodic inspection of the pool barrier gate by the owner is required to ensure that the gate swings freely in its arc of swing without any obstructions and that the gate self latches upon closure.*