

Contract of Sale of Land

Property: "White Gum", 2030 Winchelsea-Deans
Marsh Road, Deans Marsh, Victoria 3235,
being Lot 1 on unregistered Plan of
Subdivision PS928851Y

Vendor: Terence John Richardson
and
Janice Fay Richardson

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

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

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.

gadens

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Ref 30070298:SMH:JOM

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;
- Special conditions, if any; and
- General conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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//20....

Print name of person signing

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR on/ /20....

Print name of person signing

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31 Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

PARTICULARS OF SALE

Vendor's Estate Agent	ELDERS LIMITED of Unit 15, 400 Pakington Street, Newtown, VIC, 3220 Tel: 03 5225 5000 Mobile: 0418 525 609 Ref: Peter Lindeman Email: peter.lindeman@elders.com.au
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Vendor	TERENCE JOHN RICHARDSON and JANICE FAY RICHARDSON both of 1335 Birregurra-Deans Marsh Road, Deans Marsh, VIC 3235
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Vendor's legal practitioner	GADENS LAWYERS of Level 13, Collins Arch, 447 Collins Street, Melbourne, VIC, 3000 Tel: 03 9612 8362 Fax: 03 9252 2500 Ref: Jeannie McArthur 30070298 Email: jeannie.mcarthur@gadens.com
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Purchaser/s	
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Purchaser's legal practitioner or conveyancer	of	
		Tel: Fax: Ref: Email:

Land (general conditions 7 and 13)	Lot 1 on unregistered Plan of Subdivision PS928851Y being part of the land described in Certificates of Title Volume 9890 Folio 967 and Volume 9455 Folio 249 - the copy title(s) and plan(s) as attached to the section 32 statement. The land includes all improvements and fixtures.
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Property address	The address of the land is: "WHITE GUM" 2030 WINCHELSEA-DEANS MARSH ROAD, DEANS MARSH, 3235
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Goods sold with the land (general condition 6.3(f))(list or attach schedule)	All fixtures and fittings of a permanent nature
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Payment	<table style="width: 100%;"> <tr> <td style="width: 30%;">Price</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 60%;"></td> </tr> <tr> <td>Deposit</td> <td style="text-align: center;">\$</td> <td>being 10% of the Price on the signing hereof</td> </tr> <tr> <td>Balance</td> <td style="text-align: center;">\$</td> <td>Payable at settlement</td> </tr> </table>	Price	\$		Deposit	\$	being 10% of the Price on the signing hereof	Balance	\$	Payable at settlement
Price	\$									
Deposit	\$	being 10% of the Price on the signing hereof								
Balance	\$	Payable at settlement								

GST (general condition 19)

The price includes GST (if any) unless the words ' **plus GST** ' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

farming business

If the margin scheme will be used to calculate GST then add the words ' **margin scheme** ' in this box

Settlement 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; or
- 14 days after the vendor (or the Vendor's legal practitioner) gives notice in writing to the purchaser or the Purchaser's legal practitioner 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 words ' **subject to lease** ' appear in this box

in which case refer to general condition 5.1. If ' **subject to lease** ' then particulars of the lease as set out in the Section 32 Statement annexed.:

Terms Contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words ' **terms contract** ' in this box and add any further provisions by way of special conditions

Loan (general condition 20)

The following details apply if this contract is subject to a loan being approved:

Lender: _____ Loan amount: \$ _____ Approval date: ____/____/20____

Building Report

Pest Report

☐ General Condition 21 applies only if this box is checked

☐ General Condition 22 applies only if this box is checked

Special conditions

Special Conditions

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

If the contract is subject to '**special conditions**' then particulars of the special conditions are:

See Special Conditions below

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.
 - 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.

Special Conditions (SC)

1. General Condition amendments

General conditions 4, 9, 11, 12, 24, 31.4, 31.5 and 31.6 do not apply to this Contract.

2. Planning

- (a) The Property is sold subject to any restriction as to its use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of the *Planning and Environment Act 1987* or any other legislation. The Vendor has not made and shall not be construed as having made any representation or warranty that:
 - (i) the Property is suitable for any purpose which the Purchaser may have indicated is its intention to pursue;
 - (ii) any permit of any nature whatsoever has been obtained or is available from any relevant authority; or
 - (iii) that the Vendor's existing or past uses of the Property complied with any planning controls.
- (b) Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the Property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

3. Purchaser's inspection

3.1 Purchaser inspection and warranty

- (a) The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - (i) is satisfied as to the nature, quality, condition and state of repair of the Property;
 - (ii) accepts that all structures or improvements on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;
 - (iii) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
 - (iv) is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development.
- (b) The Purchaser warrants that:
 - (i) except for any disclosure by the Vendor or the Vendor's Agent to the Purchaser in accordance with the provisions of the Sale of Land Act (as amended), no information, representation or warranty of the Vendor or the Vendor's Agent (apart from those statements contained in the Section 32 Statement) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquiries and investigations;

- (ii) no information, representation or warranty has been so relied upon;
 - (iii) there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Property or the purchase of the Property by the Purchaser;
 - (iv) this Contract and the original Section 32 Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Agent and the Purchaser; and
 - (v) without limitation, the Purchaser acknowledges that it has not relied upon any information contained in any information memorandum, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Property.
- (c) The Vendor gives no warranty:
- (i) that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation. The Purchaser must not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation; and
 - (ii) as to the use to which the Property may be put.
- (d) Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Property or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this Special Condition.
- (e) The Purchaser must make no objection, claim compensation or delay payment of the Residue because of anything in connection with:
- (i) any of the matters referred to in this Special Condition;
 - (ii) any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property;
 - (iii) there being or not being an easement or other right in respect of a service for the Property being a joint service or passing through another property, or any service for another property passing through the Property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - (iv) the presence in or on the Property of any Contaminant; or
 - (v) the condition or existence or non-existence of services.
- (f) For the purpose of this special condition 'Building Legislation' means the *Building Control Act 1981*, the *Building Act 1993*, The Building Code of Australia or the requirements of any government or other governmental, semi governmental, statutory body or entity in relation to any improvements erected on the Land or any alterations or additions to the improvements.

3.2 No Purchaser action

The Purchaser must comply with its obligations under this Contract despite the existence or occurrence of, and must not Take Action in connection with, any:

- (a) amendment to the Plan which is required by the Registrar or any other Authority, or is requested by the Vendor, provided the amendment does not materially affect the Property;
- (b) amendment to the Plan which does not materially restrict or limit the use of the Property and either results from a recommendation of an Authority or is in respect of the final location of an easement shown on the Plan;
- (c) minor misdescription on the Plan;
- (d) renumbering of any Lot on the Plan; or
- (e) minor variation between the Property as inspected by the Purchaser and the corresponding Lot on the Plan as registered.

4. Additional events of default

- (a) If the Purchaser:
 - (i) being an individual
 - (A) dies; or
 - (B) becomes incapable of managing the Purchaser's affairs; or
 - (ii) is a body corporate, and:
 - (A) an application is made to a court for an order or an order is made that it be wound up; or
 - (B) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order; or
 - (C) except to reconstruct or amalgamate while solvent on terms approved by the Vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
 - (D) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Vendor, or is otherwise wound up or dissolved; or
 - (E) it is or states that it is insolvent; or
 - (F) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand; or
 - (G) it is, or makes a statement from which it may be reasonably deduced by the Vendor that it is, the subject of an event described in section 459C(2) or section 585 of the Corporations Act; or
 - (H) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or

- (I) a controller (as that term is defined in the Corporations Act) is appointed to or over or takes possession of all or a substantial part of the assets or undertaking of the Purchaser; or
- (J) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

then the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting the Vendor's other rights or remedies in any way, accept such repudiation and, by written notice to the Purchaser, seek to terminate this Contract pursuant to General Condition 34.

- (b) If this Contract is terminated pursuant to Special Condition 4(a), the Vendor may notify the stakeholder requiring it to pay any moneys held, to the Vendor. The Purchaser appoints the Vendor as its lawful attorney for this purpose and absolves the stakeholder from any liability for complying with such notice served by the Vendor.

5. Entire agreement

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the Vendor, the Vendor's agent or the Vendor's solicitor was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no information, representation or warranty has been so relied upon; and
- (c) this Contract constitutes the entire agreement of the parties for the sale and purchase of the Property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the Property.

6. Guarantee and indemnity

If the Purchaser is or includes a corporation the Purchaser covenants and warrants with and to the Vendor that:

- (a) the Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;
- (b) the consent or licence of any person or body is not required prior to the Purchaser entering into this Contract;
- (c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking;
- (d) the Purchaser must deliver to the Vendor an enforceable Deed of Guarantee and Indemnity in the form set out in Annexure 1 (**the Guarantee and Indemnity**) of the observance and performance by the Purchaser of its obligations under this Contract duly executed by each and every Director of the Purchaser and duly completed by the insertion of:
 - (i) the names and addresses of all the Directors of the corporation or each of the corporations comprising the Purchaser; and
 - (ii) appropriate execution clauses for each of the Guarantors; and

- (e) the Vendor may waive the requirement set out in Special Condition 6(d) if the Purchaser is or includes a corporation the voting shares of which are listed on the Australian Securities Exchange.

7. Duties Act

- (a) The Purchaser must:
 - (i) enter all data and information required to be entered by the Purchaser in the DOL that it is invited by the Vendor to complete;
 - (ii) sign and submit the DOL Form completed in accordance with Special Condition 7(a)(i) to the Vendor;
 - (iii) do any other things required by the Vendor to enable the Vendor to produce a Duties Settlement Statement;
 - (iv) pay all stamp duties (including penalties and fines) which are payable in connection with this Contract; and
 - (v) indemnify and keep indemnified the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act 2000* or to any officer under that Act.
- (b) Without limiting any other rights of the Vendor under or arising out of the Contract or otherwise at law, if the Purchaser fails to comply with Special Condition 7(a);
 - (i) the Vendor is not obliged to complete the Contract until the date being 10 Business Days after the date on which the Purchaser complies with Special Condition 7(a); and
 - (ii) the Purchaser must pay interest under General Condition 33 on the Balance from the Settlement Date to the date on which the Contract is completed under Special condition 7(b)(i).

8. Interest on default

The parties agree that General Condition 33 is amended by replacing '2% *per annum*' with '4% *per annum*'.

9. Foreign Acquisitions and Takeovers Act 1975 (Cth)

The Purchaser warrants that it is not required to provide notice of the entering into of this Contract or of the purchase of the Property, and that it does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* and/or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract.

10. Liability of signatory

Any person who executes this Contract for and on behalf of the Purchaser shall be deemed liable for the performance and observance of this Contract notwithstanding that person may have executed the Contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

11. Auction

If the Property is offered for sale by public auction it will be offered, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules and shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor at any time during the auction.

12. Property in Goods

The Property in any Goods shall not pass to the Purchaser until payment in full of the Price.

13. Settlement

Despite General Condition 17, if Settlement takes place after 4pm on the Settlement Date, the Purchaser is taken to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with General Condition 33 (and as varied by Special Condition 8).

14. Investment of deposit

- (a) The parties authorise Gadens Lawyers (without imposing an obligation to do so) to hold the Deposit in an interest bearing Trust Account or an interest bearing trust account term deposit with an Authorised Deposit taking Institution as defined in the *Banking Act 1959* (an ADI) nominated by Gadens Lawyers.
- (b) If this Contract is avoided through no fault of the Purchaser, interest on such account (less any relevant fees and charges) will accrue for the benefit of and be paid to the Purchaser. Otherwise, such interest (less any relevant fees and charges) will accrue for the benefit of and be paid to the Vendor.
- (c) The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number. If the Purchaser does not do so, the Purchaser acknowledges that withholding tax may be deducted from any interest to which the Purchaser may be entitled. The parties release Gadens Lawyers from any claim concerning the investment of the deposit.

15. Nomination

- (a) If the Contract says that the Property is sold to a named Purchaser 'and/or nominee' (or similar words), the named Purchaser may, at least 21 days before the Settlement Date, nominate a substitute or additional Purchaser (**the Nominee**) in accordance with the following procedure:-
 - (i) the Purchaser must deliver to the Vendor a written notice completed by the Purchaser and the Nominee which:
 - (A) nominates the Nominee; and
 - (B) acknowledges that the Purchaser and Nominee will be jointly and severally liable for the due performance of the obligations of the Purchaser under this Contract; and
 - (C) authorises the person, firm or corporation then holding the deposit (**the holder**) to hold the deposit and any other monies paid by the Purchaser under this Contract as the deposit and any other monies payable by the Nominee;

- (ii) if the Nominee is or includes a company which is not listed on an official list of security exchange as that term is defined in the Corporations Act the Purchaser must deliver to the Vendor a guarantee of the performance of this Contract by each of the directors of the Nominee such guarantee complying with the requirements of Special Condition 6.
- (b) The Purchaser remains liable under this Contract even if the Purchaser nominates the Nominee.
- (c) The Purchaser and Nominee indemnify and will keep indemnified at all times the Vendor against all liabilities, claims, proceedings and penalties whatsoever under the *Duties Act 2000* relating to this Contract and the Instrument of Transfer of the Land sold under the Contract.

16. Adjustments

16.1 General

- (a) The Purchaser must deliver to the Vendor's Legal Practitioner not less than 2 business days prior to settlement a statement of adjustments of periodic outgoings in a form reasonably satisfactory to the Vendor which is prepared accordance with General Condition 23 of this Contract (**Statement of Adjustments**).
- (b) If the Purchaser fails to deliver the Statement of Adjustments on or before 2 business days before the Settlement Date (**Delivery Date**), then without prejudice to the Vendor's rights under this Contract:
 - (i) the Vendor will not be required to settle this Contract before the date which is 2 business days after the Delivery Date; and
 - (ii) the Purchaser must pay penalty interest to the Vendor pursuant to this Contract on the Balance for the period from the date settlement was intended to occur under this Contract until the date that settlement occurs.
- (c) The parties acknowledge and agree that notwithstanding anything else contained in this Contract, if an apportionment of Land Tax (as defined in the *Land Tax Act 2005* (Vic)) is prohibited by law, then no such apportionment shall be made between the parties.

16.2 Principles of apportionment

On the Settlement Date:

- (a) if any outgoing to be adjusted under this Contract has not been separately assessed, it must be apportioned to the Property as follows:

$$A = \frac{B \times C}{D}$$

where:

'A' means the amount to be adjusted between the parties;

'B' means the amount of the outgoing;

'C' means the area of the Property;

'D' means the total area of the land to which the outgoing relates.

16.3 Supplementary valuation and assessments

- (a) The Purchaser acknowledges and accepts that:
 - (i) separate rates or assessments for any outgoing may be charged, assessed or levied against the Property after registration of the Plan;
 - (ii) a supplementary valuation in relation to the Property may be carried out under s 13DF of the *Valuation of Land Act* 1960 (Vic) following registration of the Plan; and
 - (iii) an Authority may use a supplementary valuation referred to in Special Conditions 16.3(a)(i) or 16.3(a)(ii) to levy or adjust a municipal rate, fire services property levy or other Tax in relation to the Property.
- (b) The Purchaser:
 - (i) after registration of the Plan:
 - (A) is solely liable for and must pay any separate rates, assessments, supplementary or additional outgoings amounts charged, assessed or levied against the Property which accrue or are imposed after registration of the Plan; and
 - (B) assumes the risk of and must pay any amount the subject of a levy, adjustment or tax under Special Condition 16.3(a)(iii) which accrue after registration of the Plan; and
 - (ii) is not entitled to make any Claim against the Vendor in connection with any of the matters referred to in or risks assumed by the Purchaser under this Special Condition 16.3.

16.4 Connection of Services

- (a) The Purchaser acknowledges and agrees that the Vendor is not obliged to connect any Services to the Property.
- (b) If, despite Special Condition 16.4(a), the Vendor does connect Services to the Property then at Settlement the Purchaser must reimburse or allow the Vendor any fees paid by the Vendor in effecting those connections.

17. Release of security interest

- (a) The Vendor is not obliged and the Purchaser must not require the Vendor to obtain a release of any security interest which may be subject to the *Personal Property Securities Act 2009* (Cth).
- (b) The Purchaser must make no objection, claim compensation or delay payment of the Residue because of:
 - (i) the existence of any security interest for any part of the property which may be subject to the *Personal Property Securities Act 2009* (Cth); or
 - (ii) any security interest which identifies the registered proprietor of the property as a grantor of a security interest.

18. CGT Withholding Regime and GST Withholding Obligation

18.1 CGT Withholding Regime

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning in this Special Condition unless the context requires otherwise.
- (b) On or before Settlement the Vendor will deliver to the Purchaser a Clearance Certificate in respect of the Vendor.
- (c) If the Purchaser receives the Clearance Certificate in accordance with Special Condition 18.1(b), it must not pay a CGT Withholding Amount to the Commissioner of Taxation in connection with the Contract under s 14-210(2) of Schedule 1 of the TAA.
- (d) If the Vendor delivers to the Purchaser a Variation Certificate obtained from the Commissioner of Taxation, the Purchaser must pay a CGT Withholding Amount to the Commissioner of Taxation in connection with the Contract corresponding to the CGT Withholding Amount required to be paid in accordance with the Variation Certificate.

18.2 GST Withholding Obligation

The Vendor gives notice to the Purchaser that the GST Withholding Obligation does not apply to this Contract.

19. Planning Permit

19.1 Relevant Permits

- (a) The Purchaser acknowledges and agrees that the Vendor may not have obtained each of the Relevant Permits as at the Day of Sale.
- (b) The Vendor may, at any time after the Day of Sale, give written notice to the Purchaser terminating the contract if the:
 - (i) Vendor does not obtain a Relevant Permit; or
 - (ii) terms or conditions of any one or more of the Relevant Permits as issued are not acceptable to the Vendor,

and termination will take effect on the date specified in the Vendor's notice.
- (c) If the contract is terminated under Special Condition 19.1(b):
 - (i) the Vendor will refund the Deposit to the Purchaser within 10 business days after the date of termination; and
 - (ii) neither party is entitled to make any Claim against the other in connection with the contract (including its termination and any of the matters referred to in this Special Condition 19.1).

19.2 Amendments

- (a) The Purchaser acknowledges and agrees that the Vendor may at any time and from time to time apply for, amend or vary or seek to amend or vary, a Relevant Permit or any relevant planning scheme in connection with any use of or proposal for the proposed Plan.

- (b) The Purchaser must sign any documents (including consents, acknowledgments and authorisations) that are required to be signed by the Purchaser for any purpose in connection with Special Condition 19.2(a) (including making an application or obtaining an amendment or variation of the nature referred to in Special Condition 19.2(a).

19.3 Purchaser obligations

The Purchaser must:

- (a) not (and must procure that agents of or persons claiming through the Purchaser do not) lodge any objection or do any act or thing that will or may delay, obstruct or prevent the Vendor from:
 - (i) obtaining any Relevant Permit on terms and conditions acceptable to the Vendor;
 - (ii) securing any amendment or variation of the nature referred to in Special Condition 19.2(a); or
 - (iii) proceeding with registration of the Plan; and
- (b) comply with the Relevant Permits as they affect the use and development of the Property.

19.4 Section 173 Agreements

The Purchaser:

- (a) acknowledges and agrees that a:
 - (i) Planning Permit may require the Vendor to enter into Section 173 Agreements which may be registered by the Registrar and run with the title to any or all of the Land and the Lots on the Plan; and
 - (ii) Section 173 Agreement may contain restrictions and covenants; and
- (b) consents to, and authorises the Vendor to agree and enter into, Section 173 Agreements in any form required by a relevant Authority.

19.5 No Purchaser Action

The Purchaser is not entitled to make any Claim against the Vendor, and must not Take Action, in connection with any of the matters referred to in this Special Condition 19 (including any Section 173 Agreement).

20. Plan of Subdivision

20.1 Vendor to procure registration

- (a) Settlement of this Contract is subject to the Plan being:
 - (i) certified by the relevant Authority or endorsed with a statement of compliance in accordance with the Subdivision Act; and
 - (ii) registered by the Registrar under Part 4 of the Subdivision Act,

by no later than the Plan Approval Date.

- (b) Subject to this Special Condition 20, the Vendor must use reasonable endeavours to have the Plan certified (or endorsed) and registered in accordance with Special Condition 20.1(a).

20.2 Plan Approval Date

For the purposes of s 9AE of the Sale of Land Act, the specified period for registration of the Plan is the period commencing on the Day of Sale and ending on the Plan Approval Date.

20.3 Rescission of Contract by Vendor or Purchaser

- (a) Subject to section 10B of the Sale of Land Act if the Plan is not registered by the Registrar by the Plan Approval Date then either party may at any time after the Plan Approval Date (but before the Plan is registered by the Registrar) as it relates to registration of the Plan end this Contract by giving written notice to the other party.
- (b) The Vendor gives notice to the Purchaser that:
 - (i) the Vendor is required to give notice to the Purchaser of a proposed termination of the Contract by the Vendor under Special Condition 20.3(a);
 - (ii) the Purchaser has the right to consent to the proposed termination of the Contract by the Vendor under Special Condition 20.3(a), however, the Purchaser is not obliged to provide its consent;
 - (iii) the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to end the Contract under Special Condition 20.3(a); and
 - (iv) the Supreme Court of Victoria may make an order permitting termination of the Contract by the Vendor under Special Condition 20.3(a) if the Supreme Court of Victoria is satisfied that making the order is just and equitable in all the circumstances.
- (c) If this Contract is ended under Special Condition 20.3(a):
 - (i) the Deposit must be refunded to the Purchaser; and
 - (ii) neither party is entitled to make any Claim against the other in connection with the Contract (including its termination).

20.4 Rescission of Contract by Vendor

- (a) The Vendor may prior to the Plan Approval Date give written notice to the Purchaser ending this Contract if the:
 - (i) Authority refuses for any reason to certify, or endorse a statement of compliance for, the Plan;
 - (ii) Registrar refuses to approve and register the Plan; or
 - (iii) Vendor considers (acting reasonably) that any requirement imposed by a relevant Authority (including the Registrar) in connection with the certification, approval or registration of the Plan is too onerous to perform.

- (b) If this Contract is ended by the Vendor under Special Condition 20.4(a):
 - (i) the Deposit must be refunded to the Purchaser; and
 - (ii) neither party is entitled to make any Claim against the other in connection with the contract (including its termination).

20.5 Material changes to the Plan

- (a) If the Vendor makes a change to the Plan before it is registered and the change:
 - (i) is required by either the Vendor, the Registrar or any Authority; and
 - (ii) materially affects the Property,

then the Purchaser may, not later than 14 days after the date on which it is notified of the change by the Vendor, give written notice to the Vendor ending this Contract.
- (b) If this Contract is ended by the Purchaser under Special Condition 20.5(a):
 - (i) the Deposit must be refunded to the Purchaser; and
 - (ii) neither party is entitled to make any Claim against the other in connection with the contract (including its termination).

20.6 Minor changes to the Plan

- (a) The Purchaser acknowledges and agrees that any one or more of the following changes to the Plan may be made by the Vendor from time to time and will not materially affect the Property:
 - (i) minor changes to comply with the requirements of any Authority (including the Registrar);
 - (ii) granting leases, easements or reservations relating to the provision of electricity substations or other Services to the Land;
 - (iii) changes to allow a consolidation or merger with, or the development of, an adjoining property; and
 - (iv) any other minor changes that the Vendor reasonably considers necessary.
- (b) The Purchaser must:
 - (i) promptly sign any document if reasonably requested by the Vendor to do so for the purpose of effecting any change under Special Condition 20.6(a); and
 - (ii) not Take Action in connection with any change or changes to the Plan of the nature referred to in Special Condition 20.6(a) or any difference between the Plan and the Plan as finally registered.

20.7 Easement location

Section 10(1) of the Sale of Land Act will not apply in respect of, and the Vendor may vary, the final location of any easements shown on the Plan.

20.8 No caveat or other dealing

- (a) Before registration of the Plan, the Purchaser must not lodge a caveat over the Land or any part of the Land.
- (b) If the Purchaser breaches Special Condition 20.8(a) or Special Condition 20.8(c), the Purchaser must pay on demand the amount advised by the Vendor as the damages suffered by the Vendor up to the date the caveat is withdrawn.
- (c) The Purchaser must immediately on request by the Vendor withdraw or procure the withdrawal of the instrument lodged in breach of Special Condition 20.8(a).
- (d) Before registration of the Plan, the Purchaser must not sell, mortgage or otherwise deal with the Property or the Purchaser's interest under this Contract, unless it notifies the Vendor of its intention to sell, mortgage or otherwise deal with the Property or the Purchaser's interest under this Contract.
- (e) The Purchaser indemnifies the Vendor from and against any Claim arising out of or in connection with any failure by the Purchaser to comply with this Special Condition 20.8.

21. Natural Surface Level

In accordance with section 9AB of the Sale of Land Act, the Purchaser:

- (a) acknowledges and agrees that the Plan may require the performance of work affecting the natural surface of the Property; and
- (b) subject to the Vendor complying with section 9AB of the Sale of Act, must not Take Action in connection with any matter contained in this Special Condition 21.

22. General

22.1 Variations

A variation of any term of this Contract is not effective unless it is in writing and signed by the parties.

22.2 Application of law to inconsistent provisions

The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

22.3 Joint and several liability

When more than one person and/or corporation constitutes the Purchaser the word 'Purchaser' wherever occurring in this Contract or in any conditions implied or incorporated by reference will be read as 'Purchasers' and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants agreements and obligations of them jointly and each of them severally.

22.4 Applicable Law

This Contract must be construed and take effect in accordance with the rights and the obligations of the parties and will be governed by the laws of the State of Victoria which is the proper law of this Contract. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie and each party agrees that any writ or summons or other process will be served in Australia at the party's address for service from time to time under this Contract.

22.5 Statutory Powers

- (a) The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable law.
- (b) To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

22.6 No waiver

No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.

22.7 Parties to give full effect to Contract

Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

22.8 Ongoing application

As to any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date this Contract will remain in full force and effect.

22.9 Severance

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

23. Definitions and Interpretation

23.1 Definitions

The following definitions apply to this Contract unless the context otherwise requires:

Authority means any government or any governmental, semi-governmental, quasi-governmental, fiscal or judicial body, department, commission, tribunal, public or statutory instrumentality, administrative agency, authority, Minister, body or other similar entity having jurisdiction in relation to the Property and includes a Government Agency.

Claim means a claim, notice, demand, action, proceeding, litigation, investigation or judgment however arising, whether present or future, actual or contingent, and whether involving a third party or a party to this Contract.

Contract means the contract of sale between the Vendor and the Purchaser constituted by the Particulars of Sale, the Special Conditions (including the Annexures) and the General Conditions.

Corporations Act means the *Corporations Act 2001* (Cth).

Day of Sale is the date specified in the signing page of this Contract.

Deposit means the deposit specified in the Particulars of Sale.

DOL means Duties Online Form.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST Withholding Obligation means the obligation to withhold and pay GST as set out under Subdivision 14-E of Schedule 1 of the TAA.

Lot means a lot on the Plan.

Particulars of Sale means the particulars of sale incorporated in this Contract.

Plan means proposed Plan of Subdivision PS928851Y.

Plan Approval Date means the last day of the period of 6 months calculated from Day of Sale.

Price means the Price set out in the Particulars of Sale.

Property means the Property as defined in the Particulars of Sale.

Registrar means the Registrar of Titles of the Land Registry, Victoria.

Relevant Permit means all planning or building permits required by law in order for the Vendor to proceed with registration of the Plan.

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Section 173 Agreement means any agreement under s 173 of the *Planning and Environment Act 1987* (Vic) affecting the Land or the Property.

Services includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, telecommunications, television, water, fuel and transport.

Subdivision Act means *Subdivision Act 1988* (Vic).

TAA means *Taxation Administration Act 1953* (Cth).

Take Action means to terminate or rescind this Contract, delay settlement, require the Vendor to undertake any action or incur any cost, deduct or retain any amount from the Purchase Price or claim compensation, damages or any other form of relief.

Tax means any tax (including land tax), charge, duty, premium, excise, levy, impost, fee, deduction, withholding or rate imposed, levied, assessed or collected by any Authority and includes any interest, fine, penalty, fee or charge on or in connection with any of them.

23.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (c) The singular includes the plural and the converse also applies.
- (d) A gender includes all genders.
- (e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

- (g) A reference to a section, clause or Schedule is a reference to a section of, clause of or a Schedule to this Contract.
- (h) A reference to an agreement or document (including a reference to this Contract) is to the agreement or document as amended, novated or replaced, except to the extent prohibited by this Contract or that other agreement or document and includes any recitals, schedules, appendices and annexures to such agreement or document.
- (i) A reference to writing or written includes any method of reproducing words, figures, drawings or symbols in a visible and tangible form.
- (j) A reference to a party to this Contract or another agreement or document includes the party's successors, permitted assigns (and, where applicable, the party's legal personal representatives).
- (k) A reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and all regulations or statutory instruments issued under it.
- (l) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (m) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (n) A reference to any professional body includes the successors of that body.
- (o) A reference to dollars and \$ is to Australian currency.
- (p) A reference to a financial year is to a year ending on 30 June.
- (q) A word or phrase given a meaning in the Corporations Act has the same meaning in this Contract unless otherwise defined.
- (r) All references to time are to Melbourne time.
- (s) The word person includes a firm, a body corporate, an unincorporated association or an authority.
- (t) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (u) A reference to a day is to be interpreted as the period of time commencing at 12.00am on that day and ending at 11.59pm on that day.

List of annexures

Annexure 1 – Guarantee & Indemnity

Annexure 2 – Section 32 Statement

Annexure 1 - Guarantee & indemnity

Guarantee and indemnity

To: The Vendor

1. Definitions

In this Guarantee:

Contract means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

Guarantee means this deed of Guarantee and Indemnity;

Guaranteed Money means the whole of the Price, interest and other money payable under the Contract;

Guarantor means the Guarantor named in the Guarantor's Schedule;

Guarantor's Obligations means the obligations of the Guarantor under this Guarantee;

Guarantor's Schedule means the Schedule annexed to this Guarantee.

Purchaser means the person named as the Purchaser in the Contract;

Purchaser's Obligations means the obligation of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract.

Vendor means the person named as the vendor in the Contract.

2. Consideration

The Guarantor agrees that the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

3. Guarantor's acknowledgment

The Guarantor acknowledges that before the Guarantor signed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

4. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations; and
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default.
- (b) If the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

- (c) If the Purchaser fails to comply with any of the Purchaser's Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay on demand an amount equal to the loss, damage, costs or expenses to the Vendor.

5. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 5(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 4 of this Guarantee and Indemnity.
- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 5.
- (c) The Guarantor's Obligations under the indemnity in this clause are separate and independent from the Guarantor's Obligations under the guarantee in clause 4 of this Guarantee and Indemnity.

6. Guarantee irrevocable until discharged

This guarantee is a continuing security and is irrevocable until discharged.

7. No demand necessary

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
- (c) make a demand on the Purchaser;
 - (i) exercise any rights the Vendor has against the Purchaser; or
 - (ii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

8. Guarantor's obligations not affected

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser more time to pay any of the Guaranteed Money or to comply with any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes any other agreement, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies, or deals in any other way with any judgement, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

9. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations or restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

10. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

11. If the Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the Corporations Law, or it is placed under any form of external management under the Corporations Law.
- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and

- (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received all money the Purchaser owes the Vendor.

12. Guarantor to pay Vendor's costs

The Guarantor will pay on demand the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to enforcing this Guarantee.

13. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

14. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

15. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

16. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) a reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule to Guarantee

Particulars of Contract

Vendor: Terence John Richardson and Janice Fay Richardson

Purchaser:

Property: 2030 Winchelsea-Deans Marsh Road, Deans Marsh, 3235, being Lot 1 on
unregistered Plan of Subdivision PS928851Y

Date of Contract:

Particulars of Guarantors

Name:

Address:

Name:

Address:

Annexure 2 - Section 32 statement

Section 32 Statement

Property: "White Gum", 2030 Winchelsea-Deans
Marsh Road, Deans Marsh, Victoria 3235,
being Lot 1 on unregistered Plan of
Subdivision PS928851Y

Vendor: Terence John Richardson
and
Janice Fay Richardson

gadens

Level 13, Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

Ref 30070298:SMH:JOM

In NSW, QLD, SA and VIC: Liability limited by a scheme approved under Professional Standards Legislation

**SECTION 32 STATEMENT TO THE PURCHASER OF REAL ESTATE
ISSUED IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 32 OF THE SALE OF LAND ACT 1962 (THE ACT)**

Vendor: Terence John Richardson and Janice Fay Richardson
(Vendor)

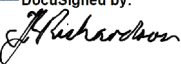
Property: "White Gum", 2030 Winchelsea-Deans Marsh Road, Deans
Marsh, 3235, being Lot 1 on unregistered Plan of Subdivision
PS928851Y (Property)

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

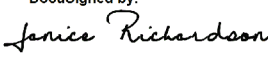
This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract.

DATE OF THIS STATEMENT: / /2025 27/6/2025 | 09:22 AEST

Signature of the Vendor

DocuSigned by:

6485EED6DC9F4CD...

Terence John Richardson

DocuSigned by:

42CC880B738E42F...

Janice Fay Richardson

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

DATE OF THIS ACKNOWLEDGMENT: / /2025

Signature of the Purchaser

.....
.....

In this Statement:

"**certificate**" means a certificate (or a copy) issued by the relevant authority.

"**settlement**" means the event upon which the Purchaser becomes entitled to possession or to the receipt of rents and profits of the Property

1. FINANCIAL MATTERS

1.1 Outgoings

Particulars of any rates, taxes, charges or other similar outgoings (excluding any Owners Corporation charges which, if any, are disclosed in the Owners Corporation Certificate attached to this statement) and any interest payable on any part of them:

Are contained in the attached certificates.

Their amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows:

- Share of outgoings referred to above on settlement;
- Any Goods and Services Tax (GST) applicable.
- Any costs, charges or expenses whatsoever incurred by the Vendor arising directly or indirectly out of failure by the Purchaser to complete the purchase on the due date including, but without limiting the generality of the foregoing, additional interest under any mortgage (whether registered or not and whether incurred at a daily rate or otherwise) affecting the Property.

1.2 Charges

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:

Not applicable

1.3 Tax Reform Scheme Land

Particulars of whether or not the Property is tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024*:

The Property is NOT tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024*. Further details of the AVPCC are contained in the attached certificate.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 Owner-Builder

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As set out in the attached copy of title documents.

Particulars of any existing failure to comply with that easement, covenant or other similar restriction are as follows:

The Vendor is not aware of any existing failure to comply.

3.2 Road Access

There is access to the Property by road.

3.3 Designated Bushfire Prone Area

Refer to the attached bushfire prone area property report.

3.4 Planning Scheme

Information concerning any planning instrument is contained in the attached certificate.

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 Property, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge:

Are contained in the attached Certificates and/or statements. The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.

4.2 Livestock Diseases and Agricultural Chemicals

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

Not applicable.

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:

Not applicable.

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 Property).

Not applicable.

6. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

The Property is NOT subject to a work-in-kind agreement and is NOT land in respect of which there is a GAIC recording within the meaning of Part 9B of the *Planning and Environment Act* 1987.

7. SERVICES

The following services are NOT connected to the land:

Electricity ☐ Gas ☒ Water ☒ Sewerage ☒ Telephone ☒

Even if services are connected it may nevertheless be necessary for the Purchaser to request a connection and supply in the name of the Purchaser from the relevant authority. Any costs associated with the provision or connection of any services to the Property must be borne by the Purchaser and the Purchaser should satisfy itself of those costs before entering into the Contract.

8. TITLE

Attached are copies of the following:

- Register Search Statement for Certificate of Title Volume 9890 Folio 967
- Plan of Subdivision Number LP216808L
- Register Search Statement for Certificate of Title Volume 9455 Folio 249
- Title Plan Number TP856662N
- Proposed Plan of Subdivision Number PS928851Y
- Caveat AN080350L

9. 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 statement but the checklist has been attached as a matter of convenience.

10. ATTACHMENTS

Refer to the certificates, documents and other attachments annexed to this statement.

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

Page 1 of 1

VOLUME 09890 FOLIO 967

Security no : 124121155206M
Produced 13/01/2025 12:40 PM**LAND DESCRIPTION**Lot 1 on Plan of Subdivision 216808L.
PARENT TITLE Volume 08489 Folio 140**REGISTERED PROPRIETOR**Estate Fee Simple
Joint Proprietors

TERENCE JOHN RICHARDSON

JANICE FAY RICHARDSON both of 2030 WINCHELSEA ROAD DEANS MARSH VIC 3242
AD791005B 04/08/2005**ENCUMBRANCES, CAVEATS AND NOTICES**MORTGAGE AD791006Y 04/08/2005
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP216808L 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: "WHITE GUM" 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH VIC 3235

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

DOCUMENT END

OFFICE USE ONLY		7		8	
LP 216808L EDITION 1		PARISH			
NOTATIONS		LAND SUBJECT TO EASEMENT:- NIL			
OTHER NOTATIONS:- THIS PLAN ACCORDS WITH C/T.VOL.8489 FOL-140 AND IS NOT BASED ON SURVEY.		DEPTH LIMITATION :- CROWN ALLOT 15C BEING PART OF LOT 1 IS SUBJECT TO 15'24 m DEPTH LIMITATION.		TO BE COMPLETED WHERE APPLICABLE THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS. IN PROCLAIMED SURVEY AREA NO.	
THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES		TITLE REF: C/T.VOL.8489 FOL-140		LAST PLAN REF: L.P. 63961 (LOT 1)	
PLAN OF SUBDIVISION		COUNTY OF POLWARTH		PARISH OF BAMBRA	
		PART OF CROWN ALLOTMENT 15C		PART OF SUBDIVISION A OF CROWN ALLOT. 16	
		PART OF SUBDIVISION A OF CROWN ALLOT. 15		PART OF SUBDIVISION A OF CROWN ALLOT. 17	
		PART OF SUBDIVISION B OF CROWN ALLOT. 17			
NUMBER OF SHEETS IN PLAN 1		NUMBER OF THIS SHEET 1			
SCALE		150 75 0 150 300		ORIGINAL SCALE 1:7500	
LENGTHS ARE IN METRES		A3		OFFICE USE ONLY	
LP 216808L		VICTORIA			

PLAN APPROVED AT 21-7-89

(ASSISTANT) REGISTRAR OF TITLES

OFFICE USE ONLY		5		6		7		8	
MUNICIPALITY SHIRE OF WINCHELSEA, COUNCIL REF 521.2.582		CERTIFICATE A		THIS PLAN ACCORDS WITH A PLAN SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON		CONFIRMED BY THE PLANNING APPEALS BOARD ON		AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE	
DATE		MUNICIPAL CLERK		DATE		MUNICIPAL CLERK		DATE	
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (31) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY		THE COUNCIL ON		THE PLANNING APPEALS BOARD ON					
AMENDMENTS		SURVEYORS REF. 89012		ROD BRIGHT & ASSOCIATES LICENSED SURVEYORS 26 MURRAY STREET COLAC TEL. 31-4883					

216808L

EDITION 1

RIFLE BUTTS ROAD

WINCHELSEA - DEANS MARSH ROAD

1 2

384.24 90° 00' (781.7) 4.63 139.52 522.9 397.50 21.21 ha 527.5 0° 31' 402.13 270° 00' 222.06 270° 00' 248.44 182° 33' 45.26 270° 00' 563.7 270° 00' 795.5 2° 29' 180° 31' (744.9) 4.63

CERTIFICATION BY SURVEYOR		CERTIFICATE OF MUNICIPAL CLERK		OFFICE USE ONLY	
LP 216808L		MUNICIPALITY SHIRE OF WINCHELSEA, COUNCIL REF 521.2.582			
EDITION 1		CERTIFICATE A		THIS PLAN ACCORDS WITH A PLAN SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON	
		CONFIRMED BY THE PLANNING APPEALS BOARD ON		AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE	
DATE		MUNICIPAL CLERK		DATE	
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (31) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY		THE COUNCIL ON		THE PLANNING APPEALS BOARD ON	
AMENDMENTS		SURVEYORS REF. 89012		ROD BRIGHT & ASSOCIATES LICENSED SURVEYORS 26 MURRAY STREET COLAC TEL. 31-4883	

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-------

ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED

DELETE WORDS NOT APPLICABLE



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

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

Page 1 of 2

VOLUME 09455 FOLIO 249

Security no : 124123305486C
Produced 01/04/2025 10:41 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 856662N.
PARENT TITLE Volume 07800 Folio 065
Created by instrument J646365 23/09/1981

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TERENCE JOHN RICHARDSON
JANICE FAY RICHARDSON both of 2030 WINCHELSEA ROAD DEANS MARSH VIC 3242
AD791004D 04/08/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD791006Y 04/08/2005
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

CAVEAT AN080350L 06/09/2016
Caveator
POWERCOR AUSTRALIA LTD
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
30/08/2016
Estate or Interest
INTEREST AS A GRANTEE OF AN EASEMENT
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
POWERCOR AUSTRALIA LTD
Notices to
POWERCOR AUSTRALIA LTD of 40 MARKET STREET MELBOURNE VIC 3000

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.

DIAGRAM LOCATION

SEE TP856662N 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)



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

Page 2 of 2

ADMINISTRATIVE NOTICES


NIL

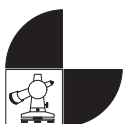
eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

DOCUMENT END

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TITLE PLAN		EDITION 1		TP856662N	
LOCATION OF LAND PARISH: BAMBRA CROWN ALLOTMENT: 14, 15, 16, 17 (PT) SUBDIVISION: B CROWN ALLOTMENT: 17 (PT) SUBDIVISION: A LAST PLAN REFERENCE: LP5191 DERIVED FROM: VOL. 9455 FOL. 249 DEPTH LIMITATION: NIL			NOTATIONS LOT 1 = PART OF LOT 2 ON LP5191 LOT 2 = PART OF LOT 3 ON LP5191		
EASEMENT INFORMATION					THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES Checked by: ALLAN BAGULEY Date: 15/04/2005 Assistant Registrar of Titles
E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.					
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of	
LENGTHS ARE IN METRES		SCALE —	DEALING / FILE No: AD560008K		DEALING CODE: 103R
					SHEET 1 OF 1

PLAN OF SUBDIVISION			EDITION 1		PS928851Y	
LOCATION OF LAND PARISH: BAMBRA CROWN ALLOTMENT: 15 ^C (Part) CROWN ALLOTMENT: 15 (Part), 16 (Part) & 17 (Part) SUBDIVISION A CROWN ALLOTMENT: 14, 15, 16 & 17 (Part) SUBDIVISION B TITLE REFERENCE: VOL. 9890 FOL. 267 & VOL. 9455 FOL. 249 LAST PLAN REFERENCE: LOT 1 LP216808L & LOT 1 TP856662N POSTAL ADDRESS: 2030 & 2090 WINCHELSEA - DEANS MARSH (at time of subdivision) ROAD, DEANS MARSH VIC. 3235 MGA CO-ORDINATES: E: 752 300 ZONE: 54 (of approx centre of land N: 5 747 850 GDA 2020 in plan)						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		THE AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE. UNDERLINED DIMENSIONS SHOWN THUS <u>794.2</u> ARE NOT THE RESULT OF THIS SURVEY.		
NIL		NIL				
NOTATIONS						
DEPTH LIMITATION: 15.24m APPLIES TO C.A. 15 ^C ONLY.						
SURVEY: This plan is based on survey. STAGING: This is is not a staged subdivision.						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
 SOUTH WEST SURVEY GROUP Power Land Surveys m: 0414 521 151 24-28 Grange Park Drive, Waurn Ponds, VIC 3216 lukepower@swsg.com.au www.swsg.com.au		SURVEYORS FILE REF: 0096A LUKE JAMES POWER VERSION NO. 01		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	



m: 0414 521 151
24-26 Grange Park Drive, Waurn Ponds, VIC 3216
lukepower@swsg.com.au www.swsg.com.au

75 0 75 150 225 300

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

Delivered by LANDATA®, timestamp 14/05/2025 10:34 Page 1 of 1

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Caveat

Section 89 Transfer of Land Act 1958

AN080350L

The information from this form is collected by the Registrar under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

1. Land/s

Land Title

Volume 9455 Folio 249

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

2. Caveator/s

Caveator

Name POWERCOR AUSTRALIA LTD

ABN 0 6 4 6 5 1 1 0 9

Caveator

EXECUTED by POWERCOR AUSTRALIA LTD
ACN 064 651 109 by its duly appointed
attorney SIMON LUCAS, Company
Secretary pursuant to Power of Attorney
dated 4 October 2013 a certified copy of
which is filed in Permanent Order Book
No. 277 at Page 032 Item 31 in the
presence of:

3. Grounds of Claim

AGREEMENT WITH THE FOLLOWING PARTIES
AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date of Claim

Date: (DD/MM/YYYY) 30/08/2016

Simon Lucas

Witness Sign

4. Estate or Interest claimed

INTEREST AS A GRANTEE OF AN EASEMENT

5. Prohibition

UNLESS I/WE CONSENT IN WRITING

6. Address for Service of Notice

Lawyer/Conveyancer/Firm Name

POWERCOR AUSTRALIA LTD

Address

Unit Street No 40

Street Name MARKET

Street Type STREET

Locality MELBOURNE

State VIC Postcode 3000

8. Date

Date: (DD/MM/YYYY) 30/08/2016

9. Lodging Party

Customer Code 9928M

Reference DNM03 77BA7401

7. Signing

Approval Number: 33711111R

THE BACK OF THIS FORM MUST NOT BE USE

Page 1 of 1
LV-V09-Jul-2015

To lodge at Land Victoria, please refer to our [contact details](http://www.dtpli.vic.gov.au/property) at www.dtpli.vic.gov.au/property > Contact Us

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1100325

APPLICANT'S NAME & ADDRESS

GADENS C/- INFOTRACK (MAJOR ACCOUNTS) C/- LANDATA
DOCKLANDS

VENDOR

RICHARDSON, TERRENCE JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

863002

This certificate is issued for:

LOT 1 PLAN LP216808 ALSO KNOWN AS 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH
SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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 January 2025

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.

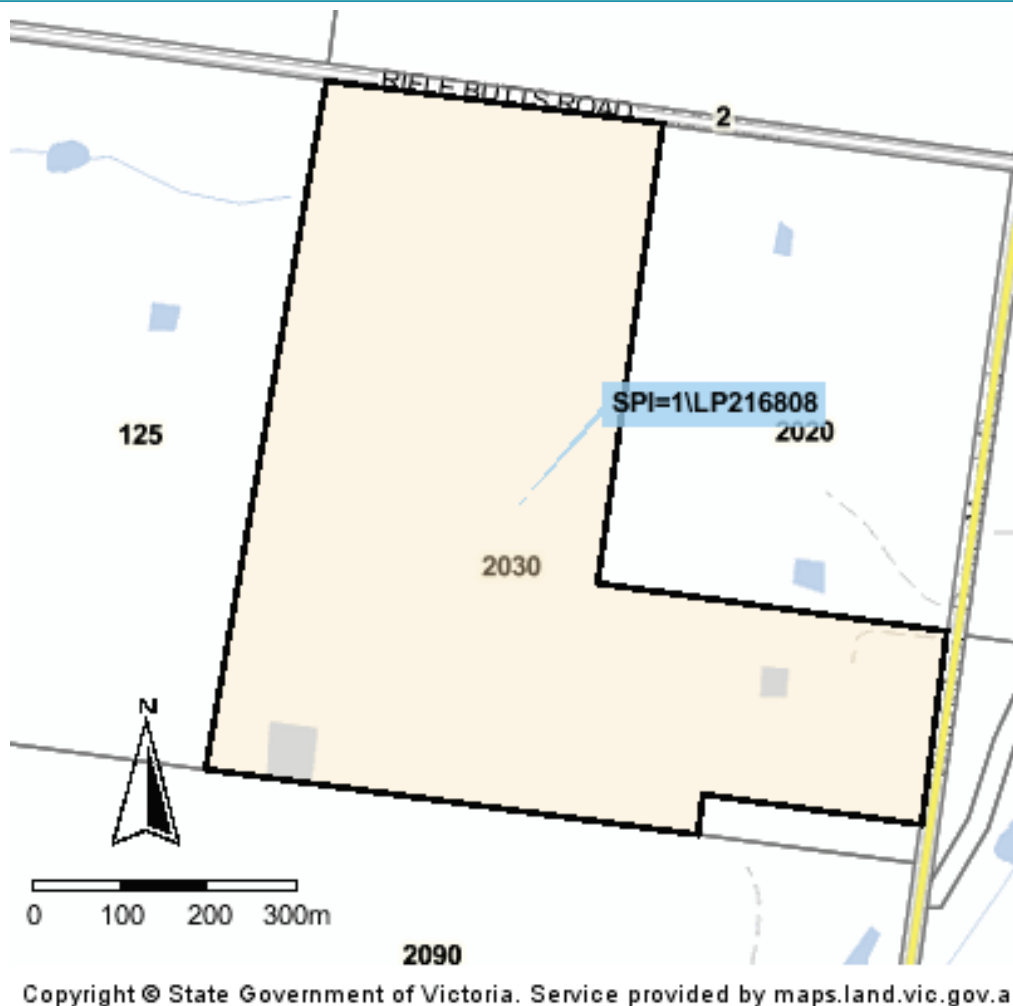
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 13 May 2025 09:49 AM

PROPERTY DETAILS

Address: **2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH 3235**
 Lot and Plan Number: **Lot 1 LP216808**
 Standard Parcel Identifier (SPI): **1\LP216808**
 Local Government Area (Council): **SURF COAST** www.surfcoast.vic.gov.au
 Council Property Number: **114450**
 Planning Scheme: **Surf Coast** [Planning Scheme - Surf Coast](#)
 Directory Reference: **Vicroads 92 G8**

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **POLWARTH**

OTHER

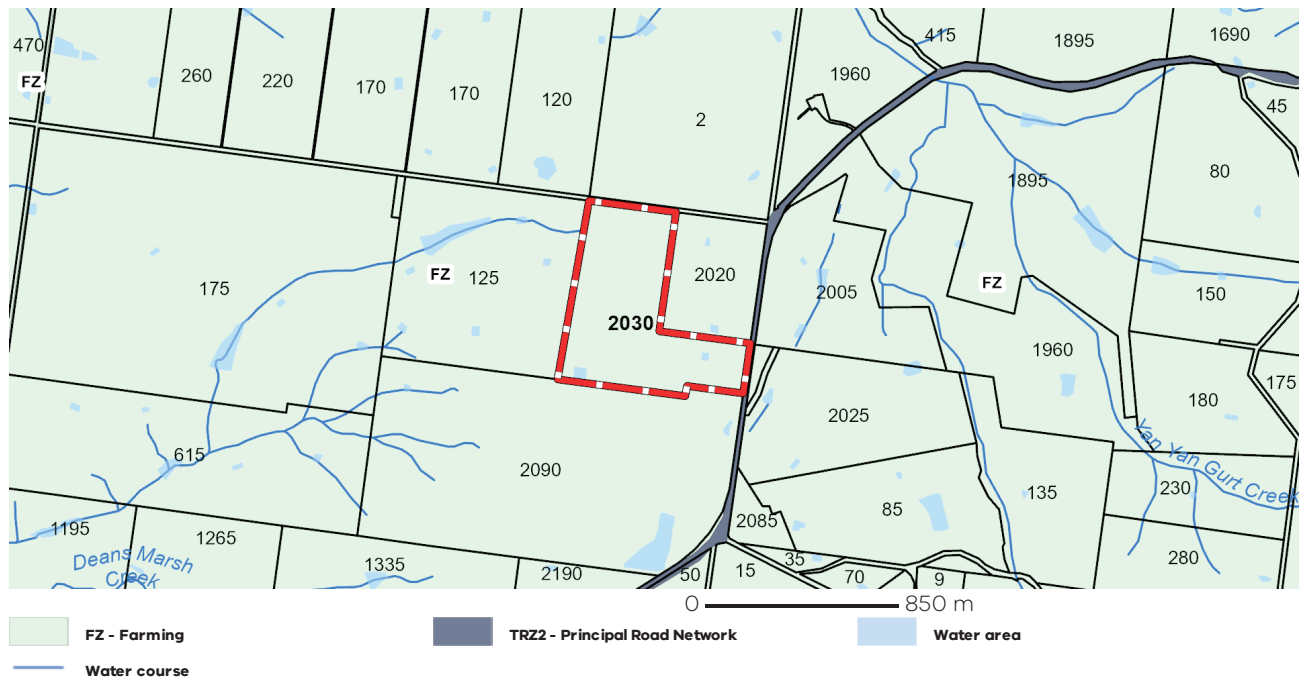
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[SCHEDULE TO THE FARMING ZONE \(FZ\) \(SURF COAST\)](#)



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

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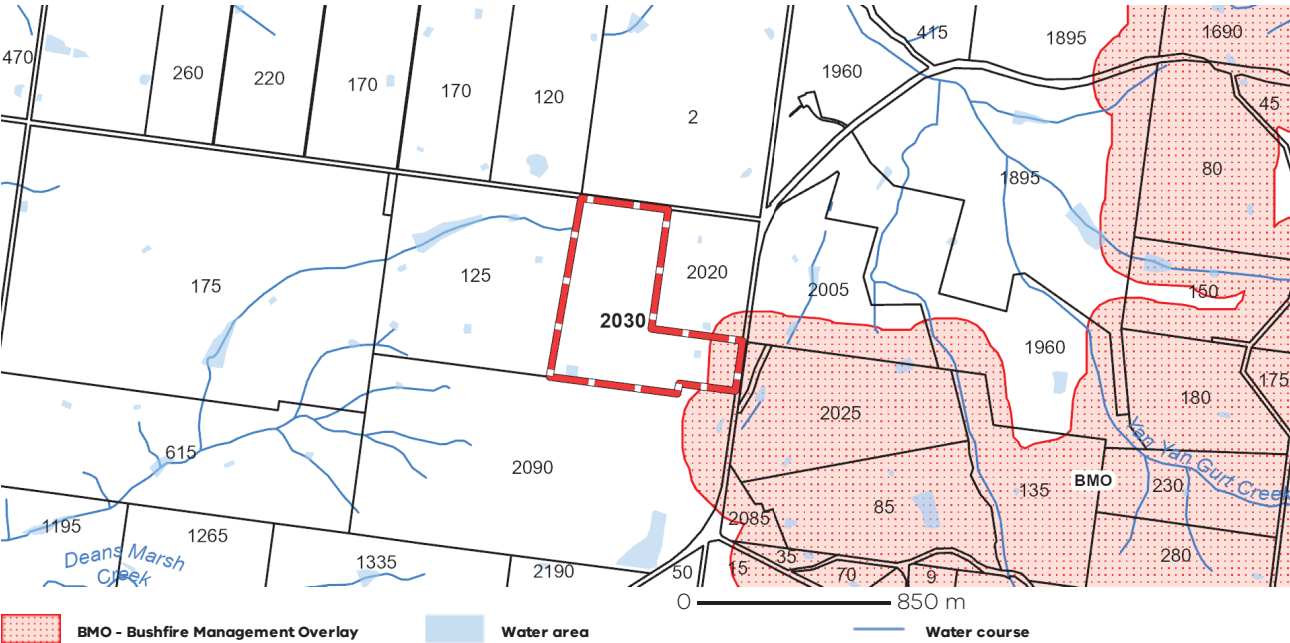
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO) (SURF COAST)



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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\) \(COLAC OTWAY\)](#)

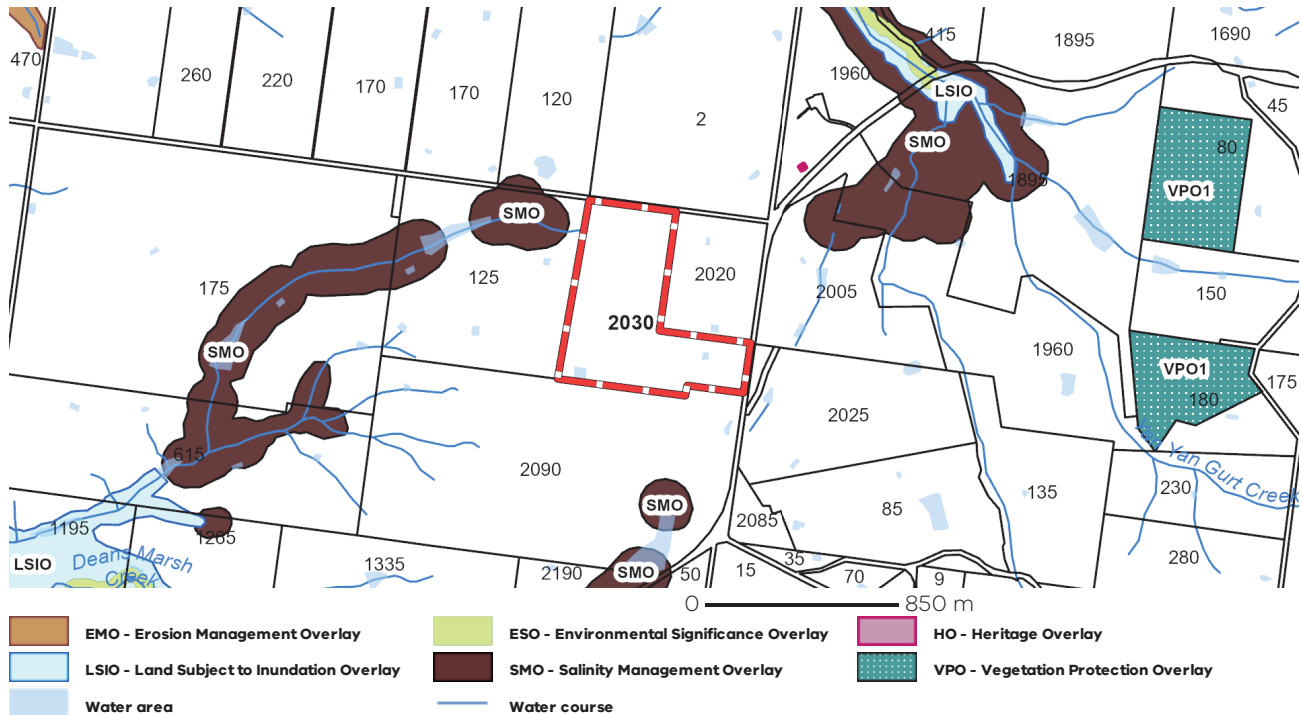
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(SURF COAST\)](#)

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

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\) \(SURF COAST\)](#)

[SALINITY MANAGEMENT OVERLAY \(SMO\) \(SURF COAST\)](#)

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



Further Planning Information

Planning scheme data last updated on 08 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

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PLANNING PROPERTY REPORT



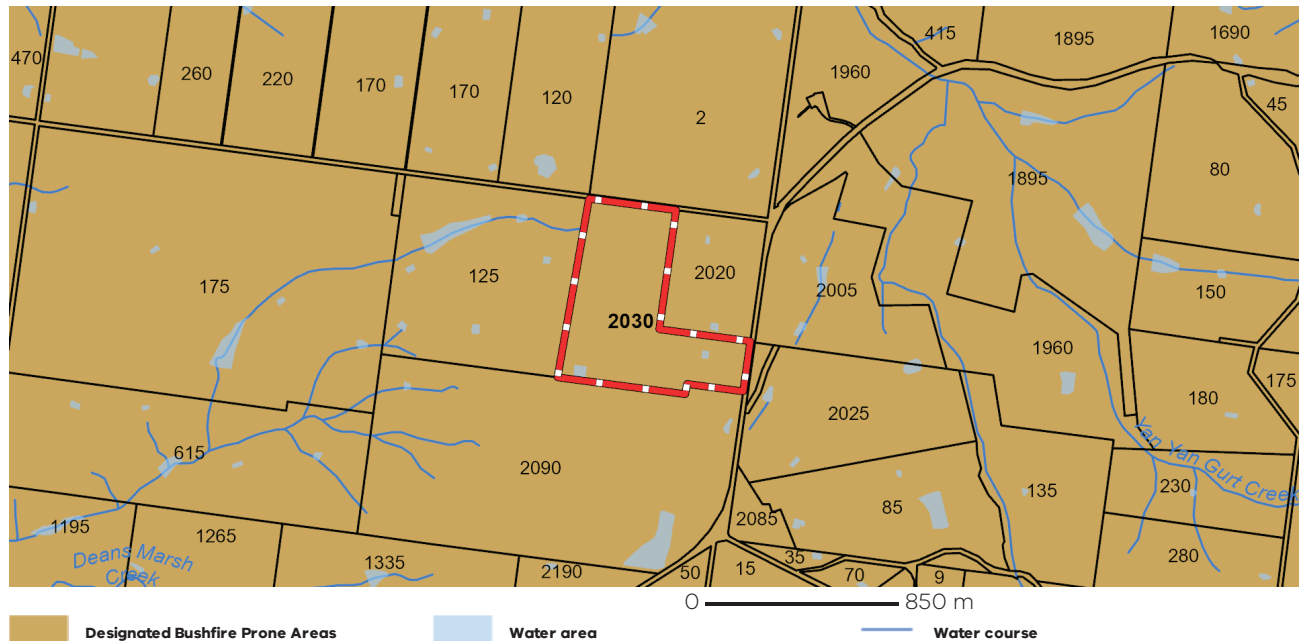
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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

PLANNING PERMIT



Wadawurrung Country
PO Box 350, Torquay, Victoria 3228
1 Merrijig Drive, Torquay
P: (03) 5261 0600
E: planningapps@surfcoast.vic.gov.au

Planning Scheme:	Surf Coast Planning Scheme
Responsible authority:	Surf Coast Shire Council

PERMIT No.:	25/0129
ADDRESS OF THE LAND:	2030 & 2090 Winchelsea-Deans Marsh Road, DEANS MARSH (LOT: 1 LP: 216808L & LOT: 1 TP: 856662N)
Property No.:	114450 & 114470

THE PERMIT ALLOWS:

Planning Scheme Clause	Matter for which the permit has been granted
35.07-3 (FZ)	Subdivide land (resubdivision into two lots)
44.02-3 (SMO)	Subdivide land (resubdivision into two lots)
44.06-2 (BMO)	Subdivide land (resubdivision into two lots)

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Commencement of Permit

1. This permit will operate from the issued date of this permit.

Endorsed Plans

2. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) shall not be altered or modified without the written consent of the Responsible Authority.

Expiry

3. This permit will expire if one of the following circumstances applies:
 - a) The plan of subdivision has not been certified under the Subdivision Act 1988 within 2 years of the issued date of this permit

Planning Permit No. **25/0129** *continued.*

- b) A statement of compliance is not issued within 5 years of the date of certification

In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

IMPORTANT INFORMATION ABOUT THIS PERMIT

What has been decided?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.)

Can the Responsible Authority amend this permit?

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

When does a permit begin?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

When does a permit expire?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

What about reviews?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from South West Survey Group who gave you access to SPEAR / this document. SPEAR Ref: S247742H 26/06/2025 01:24 pm



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 114450
Certificate Number: 37738
Issue Date: 15/01/2025

Property Location: 2030 Winchelsea-Deans Marsh Road DEANS MARSH 3235

Legal Description: LOT: 1 LP: 216808L

Capital Improved Value: \$1,640,000
Site Value: \$1,440,000
Net Annual Value: \$82,000

The level of values date is 1 January 2024 and became operative for rating purposes on 1 July 2024.

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2024 to 30 June 2025)	
Rates Farm	\$1,697.56
Garbage Rural	\$461.00
Primary Production FSPL Variable Charge	\$470.68
Arrears to 30/06/2024:	\$0.00
Interest to 18/12/2024:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Payments/Adjustments Made:	-\$1,315.24
Balance of rates and charges owed:	<u>\$1,314.00</u>

Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	

Total rates and charges/additional monies owed:	\$1,314.00*
--	--------------------

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.

Rate instalments are due 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025.

MISCELLANEOUS INFORMATION

Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a property-based levy removed from insurance premiums from 1 July 2013 and will be collected with Council rates. All funds collected go to the Victorian State Government to support fire services. For more information refer to www.firelevy.vic.gov.au.

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.
Please note the payments are subject to clearance of any cheque.



Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1144503

Make this payment via internet or phone banking from your cheque or savings account. Quote the **Biller Code** and **Reference Number** indicated above.

A handwritten signature in black ink, appearing to read 'Sue Rennie'.

COORDINATOR REVENUE

Your Reference: 75489199-014-7

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Information Statement Part A

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

INSTALLATION NUMBER: 18432199 **APPLICATION NUMBER:** 483938 **DATE:** 13/01/2025
PROPERTY ADDRESS: 2030 WINCHELSEA-DEANS MARSH RD, DEANS MARSH, VIC 3235
YOUR REFERENCE: 863002
OWNER: TJ & JF RICHARDSON
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/01/2025 to 31/03/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Total Service Charge	\$ 0.00	0.00	0.00

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

Charges Due & Payable

	Value	GST	Price
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

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

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

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

*** PLEASE NOTE:** **Verbal confirmation will not be given after 14/03/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 14/03/2025 and a fee will be payable.**

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

Manager Customer Centre

Information Statement Part B

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

13-01-2025

Gadens C/- InfoTrack (Major Accounts) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH 3235

I refer to your application received at this office on 13/01/2025. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC483938

Your Ref: 863002

Agent Ref: 75489199-023-9

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / GADENS

Your Reference:	30070298
Certificate No:	81473505
Issue Date:	13 JAN 2025
Enquiries:	ESYSPROD

Land Address: "WHITE GUM" 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH VIC 3235

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22883468	1	216808	9890	967	\$0.00
	1	216808			

Vendor: TERRENCE RICHARDSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TERENCE JOHN RICHARDSON	2025	\$1,440,000	\$0.00	\$0.00	\$0.00

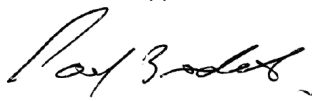
Comments: Property is exempt: LTX primary production land.

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:	\$1,640,000
SITE VALUE:	\$1,440,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 81473505

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 = \$8,610.00

Taxable Value = \$1,440,000

Calculated as \$4,650 plus (\$1,440,000 - \$1,000,000) multiplied by 0.900 cents.

Land Tax - Payment Options

BPAY



Billers Code:5249
Ref: 81473505

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: 81473505

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 / GADENS

Your Reference:	30070298
Certificate No:	81473505
Issue Date:	13 JAN 2025
Enquires:	ESYSPROD

Land Address: "WHITE GUM" 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH VIC 3235					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
22883468	1	216808	9890	967	\$0.00
	1	216808			\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,640,000
SITE VALUE:	\$1,440,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81473505

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 / GADENS

Your Reference:	30070298
Certificate No:	81473505
Issue Date:	13 JAN 2025

Land Address: "WHITE GUM" 2030 WINCHELSEA-DEANS MARSH ROAD DEANS MARSH VIC 3235			
Lot	Plan	Volume	Folio
1	216808	9890	967
1	216808		

Vendor: TERRENCE RICHARDSON
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 81473505

Power to issue Certificate

- 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

- 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

- 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

- 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.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

- 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

- 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

- 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.
- 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.
- Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 81473506

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: 81473506

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.



14 January 2025

Landata

Landata.online@servictoria.com.au

YOUR REF: 75489199-015-4

Dear Sir/Madam,

LOT 1 – 2030 WINCHELSEA-DEANS MARSH ROAD, DEANS MARSH

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

- a) *Details of any permit or certificate of final inspection issued in the preceding 10 years: **NONE***
- b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2): **NONE***
- c) *Details of any current notice or order issued by the relevant building surveyor under the Building Act: **NONE***

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,

Building Services – Surf Coast Shire Council



14 January 2025

Landata

Landata.online@servictoria.com.au

Your Reference: **75489199-016-1**

Dear Sir/Madam,

LOT 1 – 2030 WINCHELSEA-DEANS MARSH ROAD, DEANS MARSH

I refer to your recent request for information with regard to Regulation 51 (2) of the Building Regulations 2018 and advise whether the building or land is:

- a) *in an area that is liable to flooding with the meaning of Regulation 5(2) – **NO***
- b) *in an area that is designated under Regulation 150 as an area in which buildings are likely to be subject to attack by termites – **NO**; however, **treatment is recommended** by council;*
- c) *in an area for which a bush fire attack level has been specified in a planning scheme – **NO***

Note: This property may be in a **Bushfire Management Overlay** where a bushfire attack level (BAL) has **not** been specified. **Please contact us on 52610600** or visit:

<https://mapshare.vic.gov.au/vicplan/>

This property may also be land designated by the State Government (DELWP) as being in a **Bushfire Prone Area** pursuant to the Building Regulations 2018.

- d) *in an area designated under Regulation 152 as likely to be subject to significant snowfalls – **NO***
- e) *designated land – **NO***
- f) *designated works – **NO***

COUNCIL NOTES:

1. A "person in charge" of a building site must adhere to the requirements under Community Amenity Local Law 2021, Part 3.8 & 3.9 – **Managing Building Sites**. Penalties may apply for non- compliance.
2. Before any building or demolition works are undertaken, or site access for such work, an **Asset Protection Permit** must be obtained under Community Amenity Local Law, Part 3.7 – Asset Protection. If a permit is not obtained and upon inspection by Council, damage to Council infrastructure is identified, the builder will be deemed responsible for the costs of rectification. Penalties may apply for non- compliance.
3. A **Works Within a Road Reserve Permit** is required for any works undertaken within the road reserve. This includes but is not limited to, construction of any new urban or rural driveway crossing, service connections and tree removal. See our website: www.surfcoast.vic.gov.au for forms and fees.

Yours faithfully

Building Services – Surf Coast Shire Council

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit "WHITE GUM" 2030 WINCHELSEA-DEANS M

SUBURB: DEANS MARSH

MUNICIPALITY: SURF COAST

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 92 Reference G8

Vicroads Eighth Edition, State Directory, Map 92 Reference G7

DATE OF SEARCH: 13th January 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

[Extract of Priority Sites Register] # 75489629 - 75489629130414
'863002'



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Gadens C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 863002

NO PROPOSALS. As at the 13th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit "WHITE GUM" 2030 WINCHELSEA-DEANS M, DEANS MARSH 3235
SURF COAST SHIRE

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

Date of issue: 13th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75489199 - 75489199123906 '863002'