

CONTRACT OF SALE

Vendor: Edilan Pty Ltd ACN 007 251 032
ATF The Martin Clark Family Trust

Property: 4194 Bridgewater-Maldon Road, Bridgewater 3516

VENDORS REPRESENTATIVE

Strategy Property Law

Tel: 0417371815

Email: jdevrome@strategypropertylaw.com.au



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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: Martin John Clark

State nature of authority, if applicable: Director:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF	
<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"> • you bought the property at a publicly advertised auction or on the day on which the auction was held; or • you bought the land within 3 clear business days before a publicly advertised auction was to be held; or • you bought the land within 3 clear business days after a publicly advertised auction was held; or • the property is used primarily for industrial or commercial purposes; or • the property is more than 20 hectares in size and is used primarily for farming; or • you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or • you are an estate agent or a corporate body.

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

Particulars of sale

Vendor's estate agent

Elders Geelong - Peter Lindeman

Email: peter.lindeman@elders.com.au

MOB: 0418525609

Charles Stewart -Michael Stewart

Email: mstewart@charlesstewart.com.au

MOB: 0418520467

Vendor

EDILAN PTY LTD ACN 007 251 032 ATF THE MARTIN CLARK FAMILY TRUST

Vendor's legal practitioner

Strategy Property Law

Email: jdevrome@strategypropertylaw.com.au

Mob: 0417371815 Ref: JD:2186

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	Crown Allotment
Volume 6102 Folio 337	10A Section A Parish of Derby

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **4194 Bridgewater-Maldon Road , Bridgewater 3516**

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

All fixed floor coverings, light fittings and window furnishings, pumps re river water, 12 Eco shelters with

concrete flooring, retractable blinds fully automated feeding, tge auto feeding system including silos,100 tonne automated grain and pellet storage, site office kitchenette, watering and cooling systems for shelters, steel yards including bruise free sides electric loading ramps

Payment

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

Deposit bond

General condition 15 does not apply to this contract of sale.

Bank guarantee

General condition 16 does not apply to this contract of sale.

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any) as this sale is of land on which a 'farming business' is carried on, which the parties consider meets requirements of section 38-480 of the GST Act. If, for any reason, the sale of the land does not satisfy the requirements of section 38-480 of the GST Act, the sale of the land will be the supply of a "going concern".

Settlement (general conditions 17 & 26.2)

is due on _____ or within 7 days of the vendor providing the purchaser with an Occupancy Permit, for the dwelling, whichever is the later.

Lease (general condition 5.1).

At settlement the property is sold subject to the two attached Farming Agreements-

1. Western Plains Pork Pty Ltd
2. The Pastoral Pork Company Pty Ltd:

Terms contract (general condition 30)

This contract is not intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 does not apply to this contract of sale.

Pest report

General condition 22 does not apply to this contract of sale.

Vendor Notice pursuant to s14-255Taxation Administration Act 1953 - New Residential Property or Potential Residential Land

The Vendor gives the Purchaser Notice as follows:
 The property is a new residential property :- **No**
 The property is potential residential land :- **No**
 GST to be withheld and paid to Australian Tax Office **\$Nil**

Special Conditions

Special Condition 1 - Merger and severance

- 1.1 Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but shall continue in full force and effect.
- 1.2 Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

Special condition 2 – Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant planning scheme and planning permits and any other relevant planning controls and the purchaser is satisfied about the purposes for which the property may be used.

Special condition 3 - No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or the vendors legal representative or Agent except such as are made conditions of this contract and the purchaser relies entirely upon the purchaser's own independent inspection of and searches and enquiries made in connection with the property.

Special condition 4 – Buildings / Improvements / Dwelling

- (a) General condition 6.6 (c) is deleted.
- (b) The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements thereon.. The purchaser acknowledges that the appropriate permits may not have been obtained prior to works being done at the property.
- (c) The Vendor makes no warranty or representation that any improvements on the Property comply with requirements of the Building Code of Australia or any local laws, legislation or repealed legislation under which the improvements were constructed and the purchaser acknowledges that the Vendor makes no representations or warranties as to the procuring of a building permit, building approvals, or any other permits in relation to the Property. A failure, if any to so comply with those laws does not constitute a defect in the Vendor's title and the Purchaser is not entitled to make any objection or requisition or claim any compensation from the Vendor on that ground.
- (d) Further, the purchaser acknowledges that the purchaser has purchased the property as a result of the purchasers own enquiries and the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the existence, state of repair and/or the condition of any buildings or structures or on the property. The purchaser acknowledges that any failure to comply with any law or regulation in relation to the construction, renovation, addition or repair to any structure on the property shall not be deemed to constitute a defect in the vendors title.

Special condition 5 - Stamp duty

The purchaser acknowledges that:

- (a) The vendor makes no warranty or representation as to the amount of stamp duty that may be assessed on the transfer of the property,
- (b) The purchaser has relied on the purchaser's own independent advice on all stamp duty related matters concerning the transfer of the property including the proportional holdings if there is more than one purchaser.

Special condition 6 - Delayed settlement

Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract, or requests an extension of the due date for settlement within 3 business days of the due date, the purchaser must pay to the vendors solicitors an amount of \$500.00 plus GST representing the vendors additional legal costs and disbursements payable by reason of the failure to settle or late request for an extension of the due date.

Special condition 7 - Identity of the land

The purchaser admits that the land as offered for sale and as inspected by the purchaser is identical to that described in the title particulars as the land being sold in the vendor statement. The purchaser will not make any requisition nor claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences, amend the title or bear all or any part of the cost of doing so.

Special condition 8 – Goods

The purchaser acknowledges having inspected the goods, fittings and appliances forming part of the contract and the purchaser is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement unless they were in working order on the date of sale and nor shall the purchaser claim any compensation in relation to any deficiencies in the goods, fittings, or appliances.

Special condition 9 - Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
 - (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor on the day of sale.
- If the guarantee is not completed and signed on the day of sale, or any other time agreed to by the vendor, the vendor may end this contract by written notice to the purchaser.

Special condition 10 - FIRB Approval

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

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

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

Special condition 11 - Loss or damage before settlement

General conditions 31.3 to 31.6 inclusive are deleted.

Special condition 12 - Deposit Release

The purchaser agrees that General Conditions 6.3(a), 6.3(e) 17.1(b) and 31.2 will not be relied on by the purchaser as a bar to release deposit paid herein and the purchaser agrees to sign a Section 27 Statement if so requested by the vendor subject to the conditions of the Section 27 Sale of Land Act 1962.

Special condition 13 – Adjustments -Existing Land Tax/ Windfall Gains Tax

General condition 23.1 is amended to specifically exclude land tax (if any) and/or any existing windfall gains tax liability (if any) owed to the vendor as a periodic outgoing payable by the vendor.

The vendors land tax or existing windfall gains tax liability (if any) shall not be apportioned between the parties on the settlement date

If a future Windfall Gains Tax assessment arises during the course of this contract, that windfall land tax may be apportioned between parties.

Special condition 14 - Smoke Alarms

The Purchaser hereby acknowledges that if smoke alarms are installed in the dwelling they may not have the safety measures and in the case of the spa, the fencing that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that the purchaser has made its own enquiries in relation to compliance with the relevant building regulations and the Purchaser agrees that they cannot terminate this contract should the smoke alarms not comply with the building regulations issued by any authority.

Special condition 15 – Electricity/Certificate of Occupancy

Electricity will be connected to the dwelling and a Certificate of Occupancy will be provided to the purchaser on or before settlement.

Special condition 16 - Plant and chattels

All plant and chattels of a working nature shall be delivered to the purchaser on the settlement date in the same state or working order and repair as at the date hereof subject to fair wear and tear, and the chattels and plant shall be taken by the purchaser subject to all damage and defects if any existing at the date hereof and the vendor makes no warranty of representation concerning the same.

Special condition 17 - Farming

The purchaser acknowledges that:

- 17.1 The vendor does not warrant the livestock or carrying capacity, or the agricultural quality or capacity of the property or any part of it;
- 17.2 The vendor will farm and manage the property in a proper manner according to reasonable farming methods accepted throughout the district until settlement;

Special condition 18 - Drains Fences Roads

The purchaser will make no requisition objection or claim for compensation and will not be entitled to rescind, terminate or delay completion by reason of the property being affected by;

- (a) any storm water channels, drains, pipes, mains or other installations on or passing over or under the property;
- (b) any of the fences, including any give and take fences, not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
- (c) roads or reservations for roads traversing the property, including their location and area and any discrepancy from their location noted on the title deed or deeds
- (d) any gates erected across any road traversing the property;
- (e) the lack of any permits or authorities to enclose roads within the boundaries of the property or to carry rabbit-proof or other fencing across any road dividing or adjoining the property;
- (f) the lack of any licence for any dam or bores sunk upon the property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;

- (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
 - (c)
- 13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent

to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Guarantee and Indemnity

I/We, of

.....

and of

.....

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

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

)

Print Name.....)

.....

in the presence of:)

Director (Sign)

)

Witness.....)

)

SIGNED SEALED AND DELIVERED by the said)

)

Print Name.....)

.....

in the presence of:)

Director (Sign)

)

Witness.....)

)

Renewal of Farming Agreement

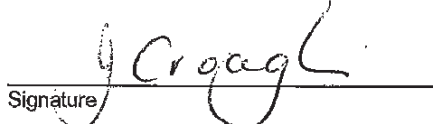
Executed as a Deed on the _____ day of _____ 20____

EXECUTED BY **Western Plains Pork Pty Ltd**
ACN 079 759 336 in accordance with Section)
127 of the Corporations Act.)


Signature

TIMOTHY B CROAGH
Print name

DIRECTOR
Office held


Signature

Judith Ann Croagh
Print name

Director
Office held

EXECUTED BY **Loddon Farming Pty Ltd ACN)**
621 527 857 in accordance with Section 127 of)
the Corporations Act.)


Signature

Robert Herrmann
Print name

Director
Office held


Signature

Matthew Dagleish
Print name

Director
Office held

Renewal of Farming Agreement

Parties:

1. Western Plains Pork Pty Ltd ACN 079 759 336 of now East 13, Federal Mills Park, 33 Mackey Street, North Geelong, VIC 3215 ("**Company**"); and
2. Loddon Farming Pty Ltd ACN 621 527 857 of 114 Moola Street, Ballarat North VIC 3350 ("**Farmer**").

Recitals:

- A. The Farmer is the registered proprietor of land and improvements at ("**the Farm**").
- B. The Company uses the Farm for the agistment and growing of pigs for slaughter pursuant to an Agreement between the Company and the Farmer dated 9 November 2007, a copy of which is annexed hereto ("**the Agreement**").
- C. The parties have agreed to renew the Agreement as set out in the operative part of this Deed.

Operative Part:

1. Terms or expressions which appear in this Deed have the same meaning as in the Agreement unless otherwise stated.
2. The Agreement is renewed for a term of 3 years from 9 November 2020 and the rate of payment set out in Item 8 will remain unchanged.
3. The parties agree to vary the Agreement with effect from 9 November 2020 as follows:
 - a) The Term at Item 4 is amended to read:

3 years from 9 November 2020 (with an option to renew for a further term of 3 years following a rate review at the end of the current term).
 - b) Item 8a is amended to read as follows:
 - a. Rate of payment will be \$1.37 per head per week.

At the end of the current term (if the Agreement is renewed) the rate of payment will be adjusted by reference to the Consumer Price Index using the following formula:

$$AR = R \times \frac{CPIB}{CPIA}$$

Where: "AR" means adjusted rate,

"R" means rate before adjustment,

"CPIB" means the Consumer Price Index number (All Groups Melbourne) for the quarter immediately preceding the review date, and

"CPIA" means the Consumer Price Index number (All Groups Melbourne) for the quarter immediately preceding the most recent earlier review date or, where there is no earlier review date, the quarter immediately preceding the start of the term.

c) Clause 6.1 is amended to read:

Without Fault

Either party may end this Agreement at any time during the Term (and without having to stipulate a reason for the termination) by providing six (6) months' notice in writing to the other party.

4. All other terms of the Agreement remain unchanged.

Annexure

Farming Agreement

THIS AGREEMENT is made the 9 day of November 2017

BETWEEN Western Plains Pork Pty Ltd A C N 079 759 336 with registered office at 79 Gheringhap Street, Geelong VIC 3220 ('the Company')

AND Loddon Farming Pty Ltd A C N 621 527 857 with registered office at 114 Moola Street, Ballarat North VIC 3350 ('the Farmer')

WHEREAS

- A. The Company engages in the business specified in Item 1 of the Schedule.
- B. The Farmer is the registered proprietor of the land and improvements described in Item 2 of the Schedule ('the Farm') and carries on farming thereat.
- C. The Company desires to utilise the Farm for the purpose specified in Item 3 of the Schedule ('the Purpose') and the Farmer at the Company's request has agreed to allow the Farm to be utilised for the Purpose.
- D. The parties hereto desire to record the terms and conditions of their agreement in writing.

AGREEMENT

1. Acknowledgements

- 1.1 The Company and the Farmer by their execution hereof acknowledge and confirm the accuracy of the Recitals A - D inclusive above.
- 1.2 The Farmer acknowledges that the Pigs accepted by him for the Purpose shall at all times remain the property of the Company and that the Farmer shall not represent that the Pigs belong to him nor sell or encumber or purport to sell or encumber the Pigs.

2. Duration of Agreement

Unless otherwise terminated pursuant to Clause 6 hereof this Agreement shall operate for the term specified in Item 4 of the Schedule ('the Term').

3. Company's Covenants

The Company agrees:-

- 3.1 From time to time for the Purpose and at its own expense to supply and deliver to the Farmer at the Farm pigs ('Pigs') in the number and at the rate specified in Item 5 of the Schedule;
- 3.2 At its sole expense and within seventy-two (72) hours of receiving from the Farmer notice of his pig food requirements, to supply and deliver to the Farm the food required for the Pigs in the custody of the Farmer pursuant to this Agreement and the Company shall make its best endeavours to ensure that such food is of good quality and uncontaminated and the food so delivered shall at all times remain the property of the Company;

- 3.3 By its authorised representatives and for the purpose of imparting advice and know-how regularly to attend upon the Farmer at the Farm and otherwise to take all reasonable steps to ensure that upon being requested by the Farmer it shall as expeditiously as the circumstances may permit impart to the Farmer any additional advice requested by him;
- 3.4 To provide the Farmer with pig sale weight parameters (in liveweight kilograms) required to be delivered to the buyer;
- 3.5 To pay to the Farmer fees at the rate and in the manner specified in Item 7 of the Schedule;
- 3.6 To provide the Farmer with all advice, documentation and Acts of Parliament as may be required by him for the purpose of performing his obligations pursuant to Clauses 4.9 hereunder;
- 3.7 Immediately upon receipt of a notice pursuant to Clause 4.10 hereof to make such arrangements as it deems appropriate (if any) for the removal of the Pigs from the Farm;
- 3.8 To provide the Farmer at the commencement of and from time to time throughout the Term a list of the notifiable diseases referred to in Clause 4.7 hereunder.

4. Farmer's Covenants

The Farmer agrees;

- 4.1 To employ methods and techniques consistent with generally accepted standards of good husbandry in management of the Pigs from time to time on the Farm as to promote growing of the Pigs as quickly as possible to a saleable weight and to indicate to the Company the indicative number of pigs that have reached saleable weight on a weekly basis or when these pigs are likely to be saleable;
- 4.2 To provide at his sole expense (so long as any of the Company's Pigs remain in his custody on the Farm) adequate buildings, feeders, water facilities, adequate volume of good quality wheat or barley straw, storage for feed, stock-proof perimeter fence, loading out and stock handling facilities, access roads and labour;
- 4.3 That for the purpose of maintaining the high health status of the Pigs and so long as any of the Company's Pigs remain on the Farm he shall not save with the Company's written permission keep on the Farm or cause or permit to be kept thereon any other Pigs;
- 4.4 To adhere at all times to the advice provided to him by the Company's authorised representatives pursuant to Clause 3.3 hereof and otherwise to comply with the directions of the Company or its authorised representatives pertaining to the management of the Pigs on the Farm;
- 4.5 Not to alter, obliterate or remove any ear marks, brands or other identification on any of the Pigs;
- 4.6 That upon having knowledge or notice that any animal on the Farm is suffering from illness or accident, to forthwith give notice thereof to the Company at its address as specified in Item 6 of the Schedule;
- 4.7 In the event of illness or death of any of the Pigs which reasonably appears to be due to a notifiable disease, to immediately notify the Company of the possible existence of such disease on the Farm;

- 4.8 As soon as practicable following the death of any Pigs on the Farm to notify the Company of the said event and subject to the requirements of any prevailing legislation in force from time to time to make the carcase available for examination by the Company or its duly authorised representatives;
- 4.9 To faithfully maintain all records as required of him -
- 4.9.1 by any State, Federal, municipal or other applicable legislation pertaining to the movement of any of the Pigs;
- 4.9.2 by the Company or its duly authorised representatives pertaining to the general management of the Pigs.
- 4.10 So long as any of the Company's Pigs are on the Farm, not (save, for in circumstances which are entirely beyond his control) to part with ownership or possession of the Farm or any part thereof without first giving the Company sixteen (16) weeks written notice specifying the circumstances pursuant to which he will part with ownership or possession of the Farm or any part thereof; and giving the Company right of first refusal to purchase the farm.
- 4.11 To take all reasonable precautions for the care, safety and security of the Pigs;
- 4.12 To be responsible for the safe custody of the food supplied and delivered by the Company pursuant to Clause 3.2 hereof and if requested by the Company to account to the Company for its use;
- 4.13 Upon receiving notice pursuant to Clause 3.4 hereof to have the Nominated Pigs ready and available for collection by the Company in accordance with the provisions of the said notice.

5. Risk

The Company's Pigs whilst on the Farm shall at all times be at the risk of the Company in all respects and (without limiting the generality thereof) accidents, illness or misadventure of any description save that should the Pigs or any of them be damaged, injured or fall ill due to misconduct or negligent act or acts of the Farmer or any of his employees, agents and servants including any independent contractor engaged by the Farmer then and in each such event the Farmer shall be accountable to the Company for the loss and damage (if any) arising from the said accident, illness or misadventure. The quantum of loss and damage shall be determined by agreement of the parties and failing agreement within a period of thirty (30) days after the date of receipt by the Farmer of a notice from the Company specifying its assessment of the said loss and damage shall be determined by an independent expert agreed by both parties or failing agreement to be appointed by the Regional Director of the Department of Agriculture in Bendigo.

6. Termination

6.1 Without Fault

The expiration of the Term shall be the date of six (6) months from the date either party delivers to the other Notice under this Clause. It is agreed that Notice delivered under this clause need not stipulate a reason for termination of the Term provided that it is agreed that this clause does not apply during the term set out in Item 4 of the Schedule.

6.2 Termination by Reason of Default

a. Faults capable of remedy

If the Farmer commits a breach of this Agreement other than a breach referred to in Clause 6.2.b. hereunder and fails to cure that breach within fourteen (14) days after the date Notice of that breach is given to him by the Company and which Notice requires the breach to be cured then the Company may terminate the Term by Notice given to the Farmer.

b. Faults not capable of remedy

aa. If the Farmer:

- i. permits the standard of husbandry within the Farm to fall below a level which is necessary for the optimum production of slaughter pigs; or
- ii. commits a grave breach of this Agreement which is not capable of being cured; or
- iii. goes into liquidation or has an Official Manager or Receiver or Receiver and Manager or Professional Liquidator appointed or an Application for Winding Up filed or enters into any release of arrangement; or
- iv. is prevented by law from carrying out any of its obligations pursuant to this Agreement;

then the Company may immediately and without any prior notice terminate the term by Notice given to the Farmer.

bb. If the Company:

- i. commits a grave breach of this Agreement which is not capable of being cured; or
- ii. goes into liquidation or has an Official Manager or Receiver or Receiver and Manager or Provisional Liquidator appointed or an Application for Winding Up filed or enters into any scheme of arrangement;

then the Farmer may immediately and without any prior notice terminate the Term by Notice given to the Company.

- c. In the event of a dispute between the parties as to whether any breach of the agreement exists then such dispute shall be determined by an independent expert agreed by both parties or failing agreement to be appointed by the then Regional Director of the Department of Agriculture in Bendigo.

6.3 Post Termination Responsibilities

a. Company's Responsibilities

The Company shall on or within fourteen (14) days of the Termination Date:

- i. at its expense in all respects remove the Pigs from the Farm, and
 - ii. contemporaneously with the removal of the Pigs from the Farm pay to the Farmer all fees and other moneys (if any) outstanding to the Farmer as at the date of removal of the Pigs from the Farm.
- b. Farmer's Responsibilities

The Farmer shall on or within fourteen (14) days of the Termination Date:

- i. take all steps necessary to enable the Company to collect the Pigs from the Farm at the time and date advised to him by the Company, and
- ii. contemporaneously with the performance by the Company of its obligations pursuant to Clause 6.3.a above pay to the Company the money (if any) outstanding to the Company as at the date of the removal of the Pigs from the Farm.

7. Miscellaneous

7.1 Notices

a. Execution of the Company's Notice

Any Notice served or given by the Company pursuant to this Agreement shall be valid and effectual if signed by any Director or solicitors for the time being of the Company or any other Person nominated from time to time by the Company.

b. Service of Notice on the Farmer

Any Notice required to be served or given or which the Company may elect to serve on or give to the Farmer shall be sufficiently served if:

- i. personal
served personally on the Farmer;
- ii. pre-paid post
forwarded by pre-paid post to the last known place of abode of the Farmer;

c. Service of Notice on the Company

Any notice required to be served on or given to the Company shall be sufficiently served if:

- i. personal
served personally at the Company's registered office
- ii. pre-paid post
forwarded by pre-paid security post addressed to the Company at its registered office;

d. Time of Service

Any Notice sent by:

- i. post shall be deemed to be served given and received on the third business day after the day it was posted.
- ii. email shall be deemed to have been served given and received at the time and on the date that the whole of the Notice has been transmitted from the sender of the email. The non-return of the email to the sender will therefore be deemed as delivered.

7.2 Agreement Preparation

The parties shall each pay their own costs of and incidental to the preparation of this Agreement, all negotiations and other attendances relative thereto.

7.3 Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Victoria.

7.4 Gender

In the interpretation hereof and unless repugnant to the contents words importing a gender include all genders and neuter and words importing the neuter include all genders and words importing the singular number include the plural and vice-versa.

7.5 Joint and Several Obligations


If any party consists of more than one (1) person this Agreement shall bind all those persons both jointly and severally.

7.6 Entire Agreement

This document embodies the entire understanding and the whole agreement between the parties hereto relative to the subject matter hereof and all previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter hereof or the intentions of any of the parties hereto are merged herein and otherwise are hereby excluded and cancelled.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year hereinbefore written.

EXECUTED BY WESTERN PLAINS PORK PTY)
LTD A.C.N. 079 759 336 in accordance with)
Section 127 of the Corporations Act:)



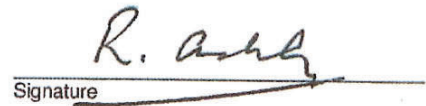
Signature

TIMOTHY CROAGH

Print name

DIRECTOR

Office held



Signature

RODERICK G. ASMY

Print name

DIRECTOR / SECRETARY

Office held

Grow Out Agreement

The Pastoral Pork Company Pty Ltd ACN 055 017 680
(Company)

Edilan Pty Ltd t/a Murnong Farming ABN 21 710 453 344
(Farmer)

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Details

Date

Parties

The Pastoral Pork Company Pty Ltd ACN 055 017 680

Notice details Address: 7/1 Rutland Street, Newtown, VIC 3220
Email: Cameron Hall <chall@pastoralpork.com.au>

Short form name **Company**

Edilan Pty Ltd T/A Murnong Farming ABN 21 710 453 344

Notice details Address: 4194 Bridgewater - Maldon Rd. Bridgewater 3516
Email: Martin Clark <martinc@ab23.com.au>

Short form name **Farmer**

Background

- A. The Company conducts the business of raising and selling pigs (**Business**).
- B. The Farmer has the right to use and licence the Land, and wishes to licence the Land to the Company to conduct the Business.
- C. The Company and the Farmer wish to enter into this Agreement to set out the terms on which the Farmer will provide the Services to the Company for the Business (**Purpose**).

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Defined terms used in this document have the meaning set out below unless otherwise provided in this Agreement.

Agreement means this grow out agreement.

APIQ Management Manual:

- (a) means the piggery management manual or quality assurance (QA) manual that has been developed by the Farmer in accordance with the Australian Pork Industry Assurance program (APIQ) as at the Commencement Date; and
- (b) includes any amendments or specifications notified by the Company to the Farmer, and agreed by the Farmer, after the Commencement Date in relation to matters set out in clause 4.2.

Applicable Legislative Requirements means:

- (a) the *Livestock Disease Control Act 1994 (Vic)*;
- (b) the *Livestock Disease Control Regulations 2017 (Vic)*,
- (c) the *Livestock Management Act 2010 (Vic)*;
- (d) the *Livestock Management Regulations 2021 (Vic)*;
- (e) the *Prevention of Cruelty to Animals Act 1986 (Vic)*;
- (f) all other Laws applicable to the provision of the Services or otherwise regulating the welfare or management of pigs;
- (g) the Livestock Transport Standards; and
- (h) the Pig Welfare Standard.

Authorised Representative means, in respect of a party, a director or company secretary, or a person it notifies in writing to the other parties that it has authorised to act as its authorised person for the purposes of this Agreement.

Base Load Requirement means the requirement set out in item 4 of Schedule 1.

Business has the meaning set out in Recital A.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

Commencement Date means the date that is 5 Business Days after the date of this Agreement or such other date agreed by the Parties in writing.

Facilities means the facilities described in item 6 of Schedule 1

Feed means the feed or other materials agreed with the Company to be supplied by the Farmer for feeding the Pigs under this Agreement, subject to clause 5(c).

Fees means the fees and other amounts payable to the Farmer by the Company in accordance with clause 5.

Government Agency means any government or governmental, semi-governmental, administrative, public, regulatory or judicial entity, both, department, commission, agency or authority.

Land means the land located at 4209 Bridgewater – Maldon Rd, Bridgewater, 3516.

Minimum Capacity means the minimum heads of Pigs the Company has promised to the Farmer that the Farmer will provide Services, as detailed in item 10 of Schedule 1.

NLIS means the National Livestock Identification System.

NLIS Device means an “approved NLIS device” or “approved NLIS ear tag” (as those terms are defined in the *Livestock Disease Control Regulations 2017 (Vic)*), or an ear tag device in a form agreed between the Company and the Farmer.

Notice has the meaning given in clause 12.

Notifiable Disease means a disease required under the *Livestock Disease Control Act 1994 (Vic)* to be notified to the Chief Veterinary Officer of Agriculture Victoria or a person appointed under that Act as an inspector.

PigPass means a national tracking system operated and maintained by Australian Pork Limited (ABN 83 092 783 278) that provides real time information on the movements of all pigs in Australia.

PigPass NVD means a PigPass National Vendor Declaration form.

Purpose has the meaning set out in Recital C.

Services means the services set out in clause 3.

Statutory Maximum Capacity means the maximum number of Pigs that can be delivered to, and maintained and stayed at, the Land at any one time, as specified in item 9 of Schedule 1.

Term has the meaning given in clause 10.

Termination Date has the meaning given in clause 10.

Wind-down has the meaning given in Item 7 of Schedule 1.

1.2 Interpretation

In this document:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this document;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this document have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to clause, party, or annexure is a reference to a clause, party, or annexure to this document;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this document includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (m) no provision of this document will be construed adversely to a party because that party was responsible for the preparation of this document or that provision; and
- (n) a reference to a time is a reference to the time in Victoria.

1.3 Interpretation of inclusive expressions

Use of such words as 'include' or 'for example' or similar expressions does not limit what else is included.

2. Appointment and grant of Licence

- (a) The:
 - (i) Company appoints the Farmer to provide the Services; and
 - (ii) the Farmer agrees to provide the Services to the Company; and
 - (iii) the Farmer agrees to grant the Licence to the Company,on the terms set out in this Agreement.
- (b) The Licence permits the Company and its personnel to enter the Land for the Purpose, to discharge the Company's obligations and exercise the Company's rights as set out in this Agreement.

3. Services

The Services to be provided by the Farmer, at the Farmer's expense, are:

- (a) to manage the Pigs and promote growth of the Pigs in accordance with the APIQ Management Manual and the Applicable Legislative Requirements, including:
 - (i) providing appropriate shelters with appropriate temperature controls and bedding levels, other buildings or structures required, feeders, water facilities, access roads, labour and maintaining the fences and water facilities; and
 - (ii) providing Feed, water and bedding for the Pigs;
- (b) providing suitable handling, weighing, sorting and load-out facilities to allow Pigs to be appropriately prepared for sale in line with leading industry practices;
- (c) doing each of the following, including, in each case, having regard to the reasonable requests or requirements of the Company:

- (i) taking all reasonable measures for the care, safety and security of the Pigs;
 - (ii) ensuring that the facilities used in relation to the Pigs meet all industry, and legislative, requirements; and
 - (iii) disposing, or arranging the disposal of, any dead Pigs in accordance with the Applicable Legislative Requirements;
- (d) to maintain, on the Land, other Facilities in good order and condition (except fair wear and tear) and keep such Facilities fully insured against fire and theft and maintain any other prudent insurance;
- (i) to rear and prepare the Pigs for sale (including the weighing of all Pigs) in the volumes as requested by and agreed with the Company from time to time, including by providing access to the Land and the Facilities to the Company's regional Farm Operations Manager and other Authorised Representatives,
 - (ii) for so long as any pigs are on the Land, to not part with or cease possession or occupation of the Land or do any thing which may lead to the Farmer being required to vacate the Land or otherwise cease possession or occupation of the Land, without giving the Company a minimum of 12 weeks notice in writing;

3.2 Authorised Persons

The Company may request that the Farmer communicate directly (whether in writing, by email, telephone or in-person) with its Authorised Persons. The parties agree that if the Farmer communicates with such persons at the Company's request, the Farmer will communicate with such persons as Authorised Persons for the purpose of this Agreement and any actions, arrangements or directions arising from such communications will be deemed to be between the Farmer and the Company.

4. Farmer's Obligations

4.1 General obligations

During the Term, the Farmer will:

- (a) ensure that no pigs other than the Farmer's pigs and the Company's Pigs are kept on or given access to the Land on which the Company's Pigs are located;
- (b) comply with all reasonable and lawful advice or instructions provided by the Company or the Company's Authorised Representatives relating to the management and care of the Pigs on the Land, that are reasonably necessary:
 - (i) to enable the Company to discharge its obligations under clause 6 or otherwise the Applicable Legislative Requirements; or
 - (ii) for the treatment of disease or injury of Pigs;
- (c) update the PigPass database within 48 hours of the Pigs arriving at or departing the Land (as applicable);
- (d) not alter, obscure or remove any NLIS Device, brands or other identification on any of the Pigs;
- (e) order and procure Feed in agreed ration formulation as agreed with the Company, to ensure enough Feed is always available to feed all of the Company's Pigs their daily requirements, subject to clause 5(c);
- (f) undertake a stocktake of the Feed on a weekly basis, and will report the result of the stocktake to the Company;

- (g) maintain for 6 months a sample of Feed delivered under each delivery in accordance with the APIQ Management Manual;
- (h) if the Farmer has or becomes aware of any issues, matters or concerns that may negatively affect the health or conditions of the Pigs or of any requirements for veterinary care or treatment for the Pigs (including, without limitation, any Notifiable Disease and any injury or accident of the Pigs):
 - (i) notify the Company's Authorised Representative promptly; and
 - (ii) seek instructions from the Company on what action to take,provided that, in case of emergency, the Farmer must make all reasonable efforts to engage a veterinary surgeon to treat the illness or accident of the Pigs, at the Company's costs;
- (i) report to the Company, as soon as practicable after the end of each week, the number of Pigs that have deceased during that week;
- (j) perform a stock count on a monthly basis and report the result to the Company;
- (k) maintain accurate records reasonably required by the Company or by any Applicable Legislative Requirements or Government Authority regarding movement of Pigs to or from the Land, and/or care of the Pigs, or regarding maintenance and compliance with Applicable Legislative Requirements;
- (l) comply with applicable industry and company standards for biosecurity of the animals, vehicles and people; and
- (m) conduct safety assessments and audit, or procure a third party to audit, safety procedures on the Land;

4.2 Methods and techniques

In the course of performing the Services, the Farmer must employ:

- (a) the methods and techniques detailed in the APIQ Management Manual or any other such standards, practices or operating procedures that the parties might agree in addition to this agreement and which the parties agree are in compliance with the APIQ Management Manual and the Applicable Legislative Requirements; and
- (b) the methods and techniques consistent with the practices and standards of good husbandry of livestock.

5. Fees

- (a) The Company will pay the Fees to the Farmer for providing the Services and granting the Licence, in accordance with Item 2 of Schedule 1, and Item 5 of Schedule 1.
- (b) The parties acknowledge and agree that:
 - (i) the Company's Pigs and pigs owned by the Farmer will require to be fed from a common or shared supply of Feed for certain sections of the site; and
 - (ii) the Farmer will maintain records of the Feed requirements (including costs) of the Company's Pigs and the Farmer's pigs, and provide those records to the Company on the last Business Day of each month.
- (c) In addition to the Fees, the Company will also pay the Farmer for the Feed used in feeding the Company's Pigs, in accordance with one of the following alternatives, as agreed by the parties:

- (A) **(Direct Cost)** all costs for Feed for the Company's Pigs will be calculated at actual invoice cost of the delivered feed, ordered from the Company's usual supplier on the Company's standard order form; or
- (B) **(Allocated Cost)**: the Farmer will acquire Feed for all Pigs on the Land, and will allocate the costs of Feed for the Company's Pigs will based on the quantity of Feed used to feed the Company's Pigs in each month,

with the selected alternative to be agreed by the parties at the commencement of this Agreement, or at any interval agreed by the parties provided that sufficient notice is given to allow the Farmer to implement the agreed alternative.

- (d) Where:
 - (i) the parties agree to apply the Direct Cost alternative the Company will reimburse the Farmer for the actual invoice cost of delivered Feed; or
 - (ii) the parties agree to apply the Allocated Cost alternative:
 - (A) the Farmer must keep accurate records of the invoice cost of Feed and the quantities used to feed the Company's Pigs (including, where more than one type or formulation is used, the details of each type or formulation fed to the Pigs); and
 - (B) the Farmer will provide the Company with copies of these records to support the relevant invoice or charge from the Farmer to the Company.
- (e) Where the Farmer incurs costs for products, inputs or other items in delivering the Services for the Company, the Farmer will ensure all of these costs are paid for without incurring any implied or actual liability directly or indirectly to the Company. If such liability is incurred and paid for by the Company, the Company may reduce the same amounts from the Fees paid by the Company at the next appropriate time.

6. Company obligations

The Company will:

- (a) **(biosecurity)** be responsible for the specification of biosecurity protocols and procedures, and will communicate its requirements and policies to the Farmer, to be implemented on the Land for so long as the Company's pigs are located on the Land;
- (b) **(OHS)** specify requirements for compliance with applicable workplace safety laws, and ensure that WorkCover insurance is maintained in relation to work by the Company's employees at the Farm;
- (c) **(veterinary management)** arrange for the provision of veterinary care and veterinary management of the pigs, in consultation with the Farmer;
- (d) **(transport and trucking)** engage transport, such as a trucking contractor, to deliver and remove pigs from the Land at times and in quantities agreed with the Farmer;
- (e) **(regional manager oversight)** will ensure a regional manager is available to act on the Company's behalf in relation to the care, management and sale of the pigs.

The Farmer will do all things reasonably necessary to assist the Company to discharge each of the obligations set out in this clause 6.

7. General obligations

Each party agrees to do all things necessary to discharge its obligations under this Agreement, including:

- (a) cooperating together to achieve the objectives of the Agreement;
- (b) have regard to the interests of the other party, including any assistance, information or meetings required; and
- (c) acting promptly to communicate any matters or address any issues of which a party is aware for the purpose of achieving the objectives and to enable the Farmer to provide the Services.

8. Risk and title

- (a) Subject to this Agreement all risk in and title to pigs on the Land belong to and vest in the Company.
- (b) The Farmer agrees that no encumbrances or security interests in the pigs are granted to him by the Company, and the Farmer may not claim any right or title, lien or interest in the pigs as against the Company.
- (c) The Farmer may not deal with, dispose of, sell or encumber the pigs in any way except as expressly authorised by this Agreement.

9. Representations and warranties

9.1 General representations and warranties

Each party represents and warrants to each other party that:

- (a) **(status)** it is properly registered and incorporated as a corporation and validly exists in its jurisdiction of incorporation;
- (b) **(power and authority)** it has the power, right and necessary corporate authority to carry on its current and contemplated business, and to enter into, and exercise its rights and observe and perform its obligations under this Agreement;
- (c) **(binding and enforceable)** this Agreement is binding and enforceable against it in accordance with the terms of those documents, and the transactions contemplated by those documents are for its commercial benefit;
- (d) **(no conflicts)** its execution and performance of this Agreement does not and will not conflict with or contravene any other law or a judgement, ruling, order, document or agreement applying to it or its assets or its constituent document;
- (e) **(solvency)** it is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (f) **(law, authorisations)** it has complied with all laws and authorisations applicable to it or its business;
- (g) **(litigation)** it is not party to any current, and has no reason to believe that there it will be party to any pending, litigation or administrative, arbitration, tax claim or other proceeding or action (including any action by a Government Agency), or series of proceedings and actions

9.2 Representations and warranties repeated

Each party repeats each representation and warranty in this clause 9 with reference to the facts and circumstances at the time, on each day until the Termination Date.

10. Term and Termination

- (a) This Agreement commences on the Commencement Date and continues for a period of 9 months (**Initial Term**) unless renewed in accordance with clause 10(b), subject to clause 10(d).
- (b) The Farmer acknowledges and agrees that:
 - (i) the Company intends to relocate its Pigs to a long term facility on or before the end of the Initial Term;
 - (ii) the Company may give the Farmer 1 month's notice in writing to terminate this Agreement prior to the end of the Initial Term (without cause), and the parties will then meet to discuss any necessary transition arrangements and the Wind-down; and
 - (iii) the Company may give the Farmer 1 month's notice in writing that it wishes to relocate some or all Pigs to another site, and this Agreement will cease to apply to such Pigs from the date they are moved by the Company.
- (c) If there is no agreement between the parties to the contrary is reached, the Agreement will terminate at the end of the Initial Term.
- (d) Either party may terminate this Agreement with 3 months' Notice to the other party if:
 - (i) the first party gives Notice to the second party of any material breach of this Agreement; and
 - (ii) the second party does not remedy that breach within 30 days of the Notice, or the breach is not capable of remedy.
- (e) This Agreement will terminate immediately by Notice by either party if:
 - (i) a party becomes insolvent or a trustee in bankruptcy is appointed to a party (as applicable);
 - (ii) the Agreement becomes incapable of performance due to circumstances beyond the control of either party, including any circumstance that affects the suitability of the Land for the Purpose or the ability of the Company to stock the Land with pigs.
- (f) The parties must cooperate to ensure that if the Agreement is terminated no party suffers loss or damage due to the delay, interference or misconduct of the other party or its Authorised Representatives, and must do all things required to terminate the Agreement expeditiously.
- (g) Unless agreed otherwise, the **Termination Date** will be the date that is:
 - (i) notified to the Farmer in accordance with clause 10(b);
 - (ii) 3 months after Notice is given and becomes effective for the purpose of clause 10(d); or
 - (iii) the date on which Notice is given for the purpose of clause 10(e).
- (h) Termination of this Agreement shall not affect any rights or liabilities of a party accrued or arising from events prior to the date of termination.

11. Insurance

- (a) The Farmer will effect and maintain, during the Term public liability insurance of \$20,000,000 for any one occurrence and in the aggregate.
- (b) The Farmer must provide the Company with a copy of its certificate of currency of insurance at the Commencement Date and in respect of each policy upon renewal of each policy.

12. Notices, demands and communications

12.1 Service

A notice, demand, consent, approval or communication (**Notice**) given by a party in connection with this Agreement must be in writing, in English and signed by an Authorised Person of the party and:

- (a) hand delivered;
- (b) sent by prepaid post (or airmail if applicable); or
- (c) email,

to the recipient's address for notices specified in the 'Details' section of this document, as varied by any Notice given by the recipient to the party.

12.2 Effective on receipt

A Notice given in accordance with this clause 12 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if transmitted by email, at the time of receipt within the meaning of section 13A of the *Electronic Transactions Act 2000* (Vic),

but if the delivery or transmission is not on a Business Day or is after 5:00pm on a Business Day, the Notice is taken to be received at 9:00am on the next Business Day.

13. GST

13.1 Definitions

In this clause 13, any expression used that is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Law**) has the defined meaning.

13.2 Consideration is GST Exclusive

Any consideration to be paid or provided for a supply made under or in connection with this agreement does not include an amount of GST (**GST Exclusive Consideration**).

13.3 Taxable Supply

If any supply by one party (**Supplier**) to another party (**Recipient**) under or in connection with this agreement is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:

- (a) the GST Exclusive Consideration; and
- (b) the amount of GST payable by the Supplier in respect of that supply (**GST Amount**).

Any GST Amount payable must to be paid at the same time and in the same manner as the GST Exclusive Consideration, subject to the Recipient being provided with a tax invoice in accordance with clause 13.4.

13.4 Tax Invoice

The Recipient's obligation to pay to the GST Amount is subject to the Supplier first providing to the Recipient a tax invoice conforming with the requirements of GST Law.

13.5 Reimbursement and Indemnity Payments

- (a) If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- (b) A party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

13.6 Adjustment

If an adjustment of GST is required as a result of an adjustment event in respect of a supply made pursuant to this agreement, then:

- (a) a corresponding adjustment of GST payable under this agreement must be made between the parties within twenty-one (21) days after the end of the tax period in which the adjustment is attributable; and
- (b) the supplier must issue an adjustment note within twenty-one (21) days after the end of the tax period in which the adjustment is attributable.

14. Confidentiality

Each party agrees to keep confidential the terms of this Agreement, and all information relating to the Services during the term of this Agreement, and for a period of 12 months following the termination of this Agreement, unless a party is required by law to disclose any information.

15. Miscellaneous

15.1 Relationship

This Agreement does not create a relationship of joint venture, partnership, agency or any fiduciary relationship. The parties contract as independent contractors, and do not assume any obligations to each other except as provided in this Agreement.

15.2 Assignment

A party may not assign its rights or obligations under this Agreement to any other person without the prior written consent of each other party.

15.3 Waivers

No failure or delay in exercising a right operates as a waiver or representation. A waiver by a party in relation to this Agreement is effective only in writing.

15.4 Costs

Each party will pay its own costs and expenses in connection with the negotiation and preparation of this Agreement.

15.5 Severability

A provision of this Agreement that is illegal or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this Agreement in any jurisdiction.

15.6 Variation

A variation of this document must be in writing and signed by or on behalf of each party to it.

15.7 Governing law, jurisdiction and service of process

- (a) This document is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place (and any court of appeal) and waive any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.
- (b) Without preventing any other mode of service, any document in an action or process may be served on any party by being delivered to or left for that party at its address for service of Notices under this document.

15.8 Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument. A party who has executed a counterpart of this document may exchange it with another party by faxing, or by emailing a portable document format copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this document.

Signing page

Executed as an Agreement

EXECUTED by The Pastoral Pork Company Pty Ltd ACN 055 017 680 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth))
..... Signature of Director)	Signature of Director/ Secretary
..... Print name of Director	 Print name of Director

EXECUTED by Edilan Pty Ltd T/A Murnong Farming ABN 21 710 453 344 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth))
<i>MClark</i> Signature of Director)	<i>MClark</i> Signature of Director/ Secretary
Martin Clark Print name of Director		Martin Clark Print name of Director/ Secretary
		dated 28/4/23

Schedule 1 – Agreement Terms

The following agreement terms relate only to the pigs owned by the Company.

- Item 1 **(Services)** The Services comprise each requirement set out in clause 3 and any incidental or ancillary services required under this Agreement.
- Item 2 **(Fees)** During the Term, the Company must pay the following fees to the Farmer:
Weekly Fee: \$1.42 per Pig per week, based on the greater of:
(i) the number of Pigs actually located at the Land at the end of each week; and
(ii) the Minimum Capacity (only once the initial 10 week delivery schedule has been completed),
subject to item 7 below.
- Item 3 **(Review of Fees)** The Fees will not be reviewed during the Initial Terms unless otherwise agreed between the Company and the Farmer.
- Item 4 **(Base Load Requirement)** The Company must deliver 200 Pigs per week to the Farmer unless otherwise agreed by the parties.
- Item 5 **(Payment)** The Weekly Fee is payable to the Farmer fortnightly in arrears with the first payment due on the date which is 2 weeks after the Commencement Date.
- Item 6 **(Facilities and equipment)** The facilities referred to in Clause 3(i) and (ii) and any other facilities as may be agreed and specified by the parties in writing from time to time.
- Item 7 **(Wind-down)** If the parties agree to terminate the Agreement before the expiration of the Initial Term, or if the Company wishes to relocate some but not all of the Pigs prior to the end of the Initial Term, a wind down process will occur over a period of 8 weeks after the Termination Date (**Transition Period**) whereby the Weekly Fee will be calculated and paid based on the actual number of Pigs located on the Land.
- Item 8 **(Description of Pigs)** The Company must provide the following information with respect to each Pig, on or prior to the delivery of it to or from the Land:
- 1 Breed
 - 2 Age
 - 3 Male/female
 - 4 Estimated Weight average
 - 5 Date of movement
- Item 9 **(Statutory Maximum Capacity)** 2,400 heads of Pigs.
- Item 10 **(Minimum Capacity)** 1,800 heads of Pigs, being 75% of the agreed maximum capacity of 2,400 Pigs.

Vendor Statement

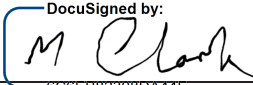
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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

The vendor may sign by electronic signature.

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

Land	4194 Bridgewater-Maldon Road , Bridgewater 3516
-------------	---

Vendor's name	Edilan Pty Ltd ACN 007 251 032 ATF The Martin Clark Family Trust	Date 18-Feb-25 / /
Vendor's signature	<small>DocuSigned by:</small>  <small>6C6EB82308DA44F...</small>	Director/Secretary

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 545
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a report with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

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 land):

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity connected to the piggery and will be connected to the dwelling on or before settlement	Gas supply <input checked="" type="checkbox"/>	Tank water and Water Share	Septic Systems connected Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	----------------------------	--	--

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

Register Search Statement
Plan
Planning Property Report
Land Information Certificate
Water Information Certificate
Building Permit
Insurance Certificate
Certificate of Compliance
APIQ Certificate
DELWP Mine Subsidence Certificate
Water Share Record
VicRoads Certificate
Land Tax Certificate
Due Diligence Checklist



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

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

VOLUME 06102 FOLIO 337

Security no : 124121116783C
Produced 10/01/2025 10:47 AM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 10A Section A Parish of Derby.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

EDILAN PTY LTD of 256 LATROBE TERRACE GEELONG VIC 3220
AW116567L 30/09/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW116568J 30/09/2022
NATIONAL AUSTRALIA BANK LTD

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP524622E 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: 4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER VIC 3516

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 30/09/2022

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP524622E
Number of Pages (excluding this cover sheet)	2
Document Assembled	10/01/2025 10:47

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TITLE PLAN

EDITION 1

TP 524622E

Location of Land

Parish: DERBY
Township:
Section: A
Crown Allotment: 10A
Crown Portion:

Last Plan Reference:

Derived From: VOL 6102 FOL 337
Depth Limitation: 50 FEET

Notations

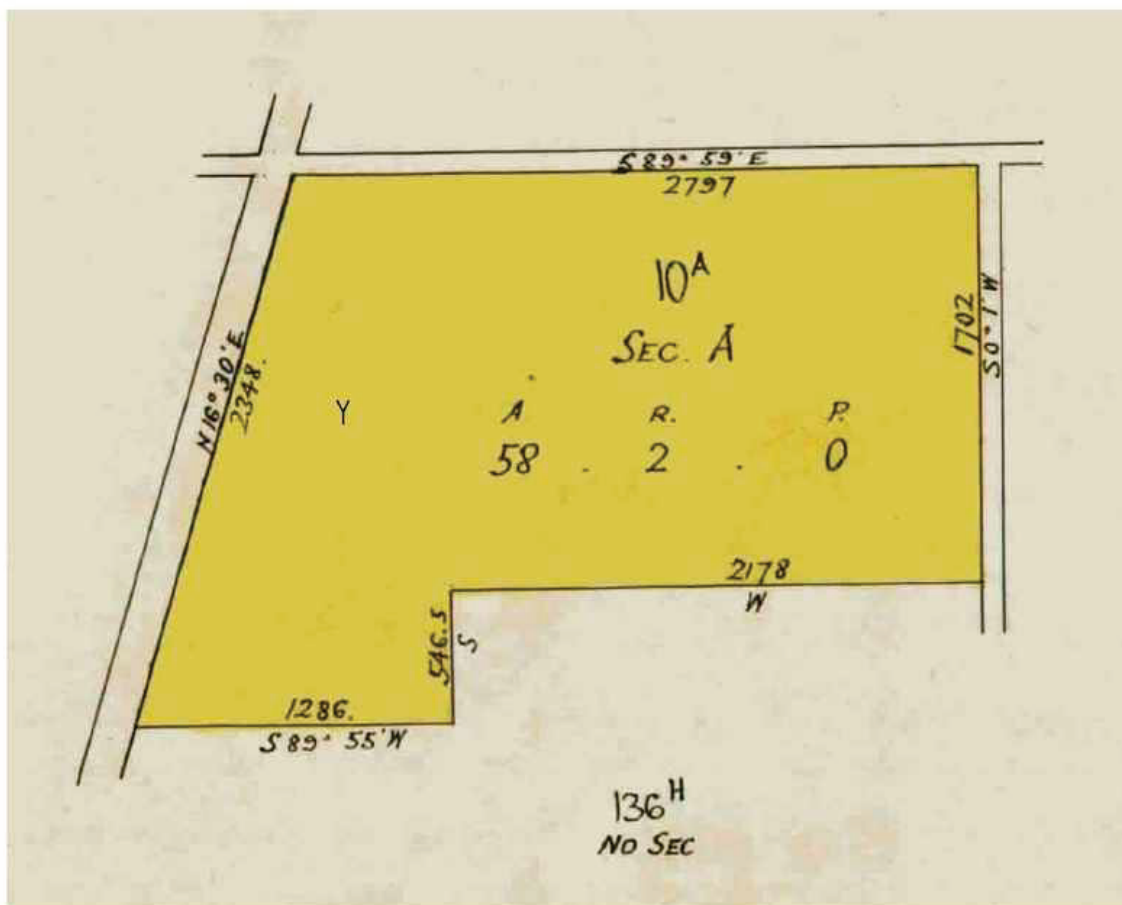
SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 6102 FOL. 337 AND NOTED ON SHEET 2 OF THIS PLAN

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

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 08/06/2000
VERIFIED: GB

COLOUR CODE
Y = YELLOW



LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet
Metres = 0.201168 x Links

TITLE PLAN

TP 524622E

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS
 CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

All THAT PIECE OF LAND in the said State containing *fifty eight acres and two rods more or less being Motment No 7 of Section 4 in the Parish of Seely County of Bendigo*

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein colored yellow PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and minerals as defined in the *Mines Act 1928* in upon or under or within the boundaries of the land hereby granted AND reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted AND ALSO reserving to Us Our heirs and successors—

- (i) all petroleum as defined in the *Mines (Petroleum) Act 1935* on or below the surface of the said land and
- (ii) the right of access for the purpose of searching for and for the operations of obtaining such petroleum in any part or parts of the said land and
- (iii) rights of way for access and for pipe-lines and other purposes necessary for obtaining and conveying such petroleum in the event of such petroleum being obtained in any part or parts of the said land.

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 168 of the *Land Act 1928*. AND PROVIDED ALSO that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands. PROVIDED that compensation shall be paid to the said

GRANTEE

his heirs executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet
 Metres = 0.201168 x Links

Sheet 2 of 2 sheets

PLANNING PROPERTY REPORT

Department
of Transport
and PlanningFrom www.planning.vic.gov.au at 28 January 2025 09:14 AM

PROPERTY DETAILS

Address: **4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER 3516**

Crown Description: **Allot. 10A Sec. A PARISH OF DERBY**

Standard Parcel Identifier (SPI): **10A-A\PP2510**

Local Government Area (Council): **LODDON**

Council Property Number: **31605700**

Planning Scheme: **Loddon**

Directory Reference: **Vicroads 43 G4**

www.loddon.vic.gov.au[Planning Scheme - Loddon](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **Coliban Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **RIPON**

OTHER

Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is in a designated bushfire prone area.

Planning Zone [FARMING ZONE \(FZ\)](#)

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

Planning Overlay [LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

PLANNING PROPERTY REPORT

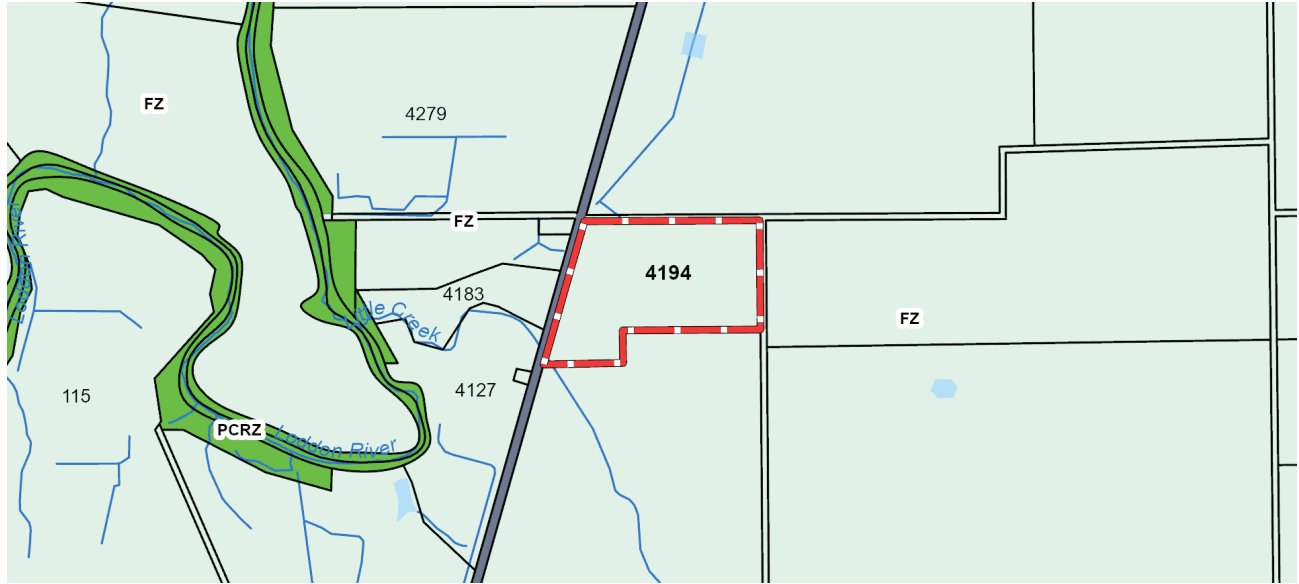


Department of Transport and Planning

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



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

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PLANNING PROPERTY REPORT

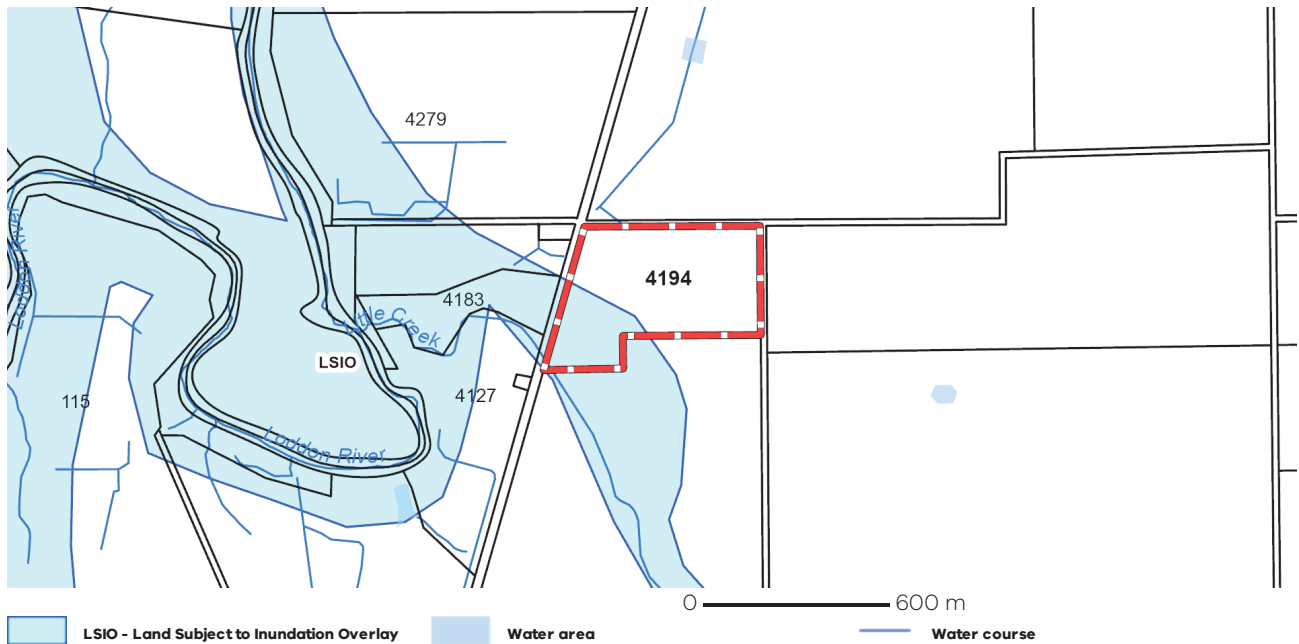


Department of Transport and Planning

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

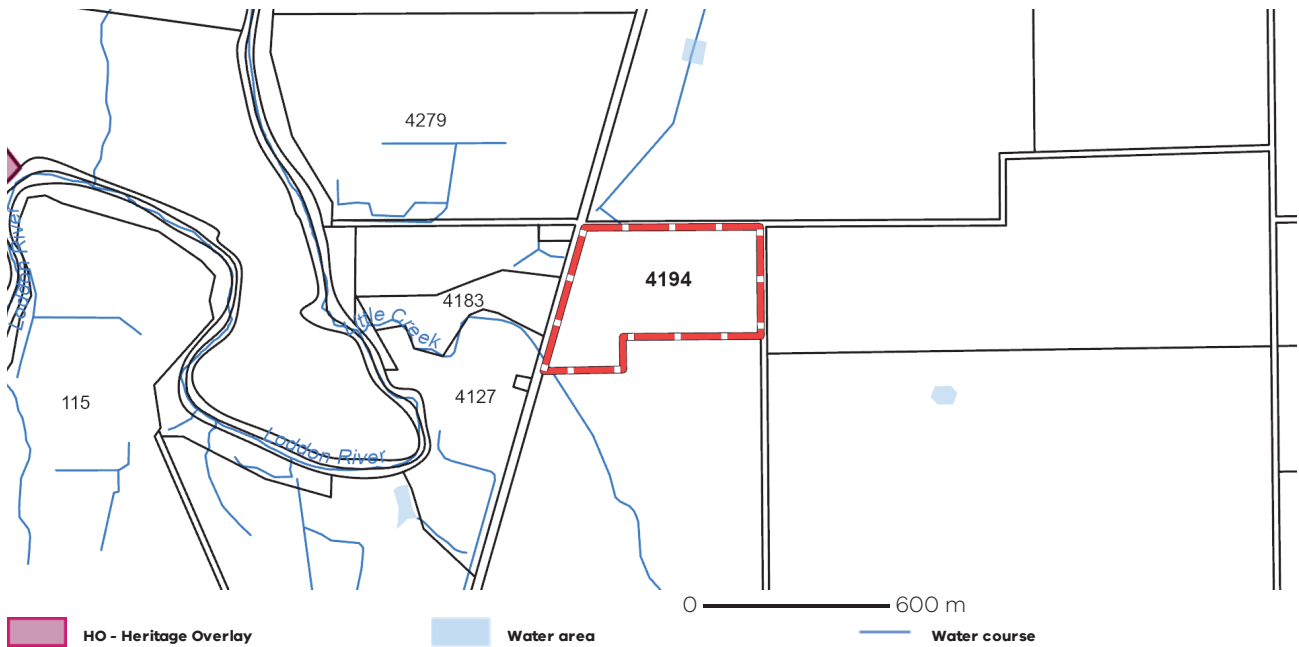


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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

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PLANNING PROPERTY REPORT



Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

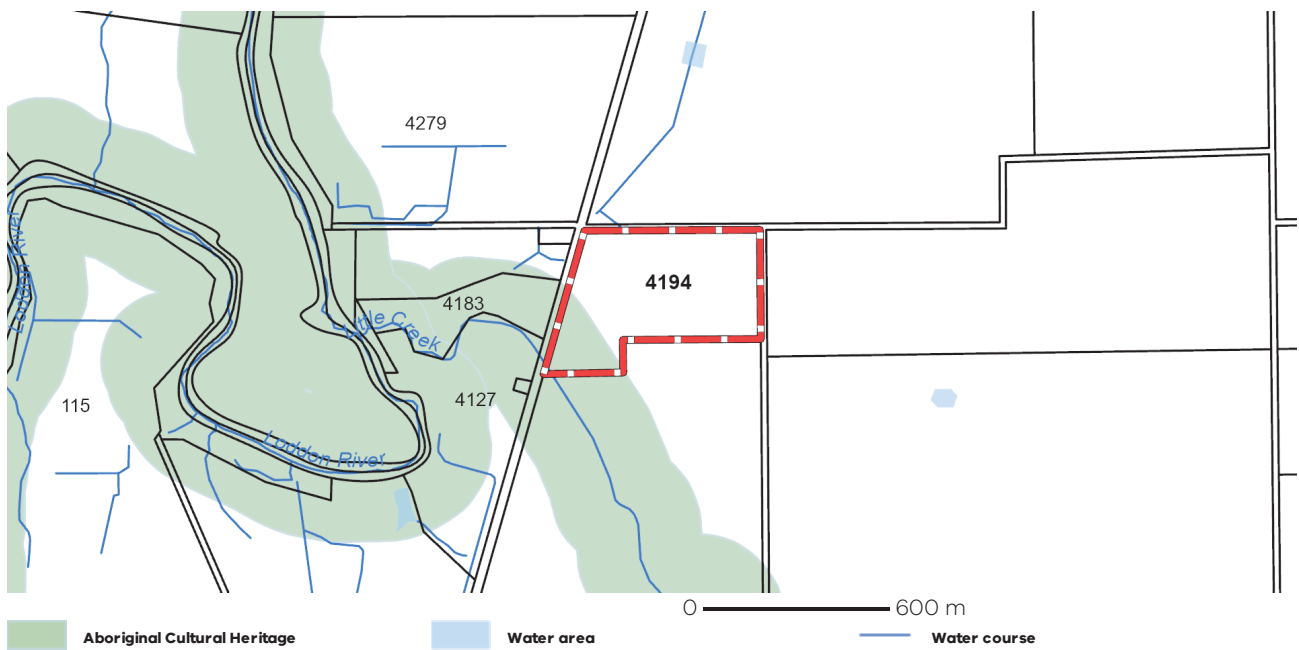
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 23 January 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>

PLANNING PROPERTY REPORT



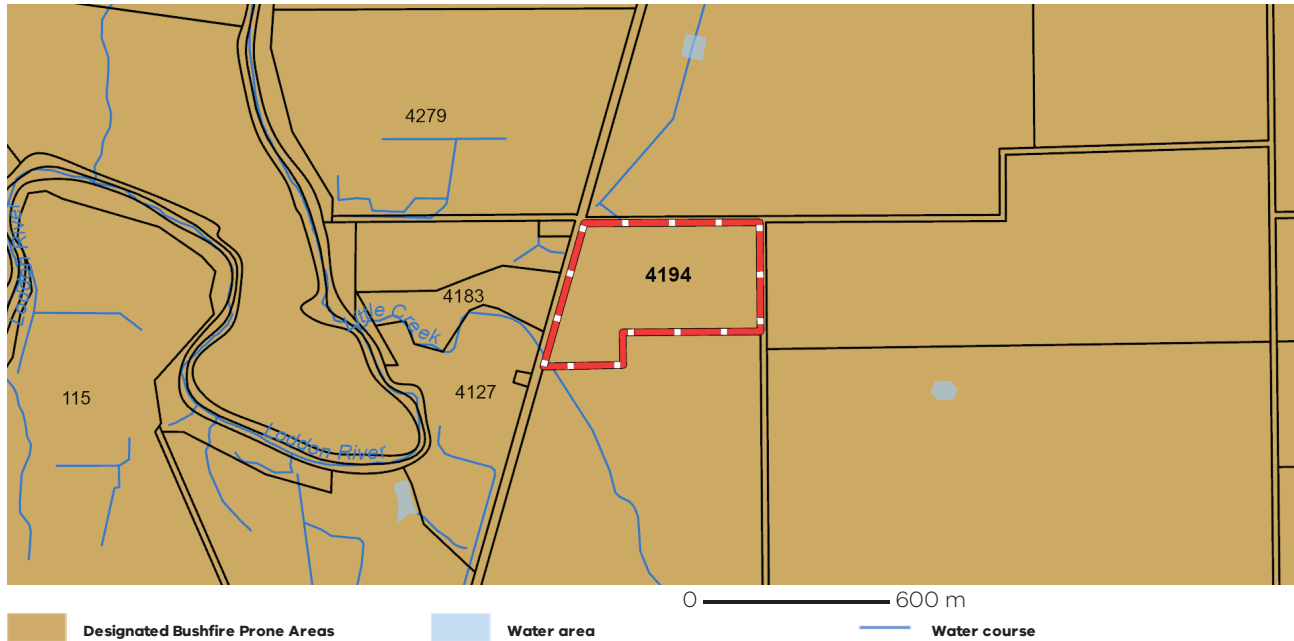
Department
of Transport
and Planning

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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41 High Street (PO Box 21)
Wedderburn VIC 3518
Telephone: (03) 5494 1200
Email: loddon@loddon.vic.gov.au
ABN 90 925 450 534

LAND INFORMATION CERTIFICATE
In accordance with Section 121 of the *Local Government Act 2020*

Certificate Number:	426	Applicants Reference	75472721-013-5
Date of Issue:	13 January 2025		
Applicant:	Landata PO Box 500 EAST MELBOURNE VIC 3002	Vendor:	Edilan Pty Ltd
		Purchaser:	

Assessment Number	31605700	Area	23.6700 ha
Property Address	4194 Bridgewater-Maldon Road BRIDGEWATER 3516		
Property Description	CA 10A SEC A P/DERBY DE		
Site Value	\$ 351,000.00	Level of Value Date:	01 January 2024
Capital Improved Value	\$ 1,140,000.00		
Net Annual Value	\$ 57,000.00		
AVPCC	545 Piggery		

STATEMENT OF RATES AND CHARGES LEVIED FOR PERIOD ENDING 30 JUNE 2025 AND BALANCE DUE

Arrears & Interest to 30 June 2024	\$ 0.00
Rural Production Rate	\$ 1,947.47
Municipal Charge	\$ 243.00
Garbage Service	\$ 401.00
Kerbside Recycling	\$ 151.00
FSPL Primary Production	\$ 267.00
FSPL Primary Production Levy Rate	\$ 327.18
Sundry Debtor	\$ 0.00
Less Pension Concession	\$ 0.00
Less Payments	\$ 0.00
Total Balance Due	\$ 3,336.65

NOTE: Any payment made which is reflected in the balance above, is subject to normal bank clearance procedures.

Instalment Dates	30/09/2024	30/11/2024	28/02/2025	31/05/2025
Instalment Balances	\$ 834.65	\$ 834.00	\$ 834.00	\$ 834.00

Rates are due for payment in full by 15/02/2025 (except where paying by instalments as shown above). Any unpaid rate arrears are due immediately and interest will continue to apply until paid in full.

Current year rates unpaid after the due date/s, may also be subject to interest

FINANCIALS ARE CORRECT AS AT THE DATE OF ISSUE, PLEASE CONTACT COUNCIL FOR AN UPDATE PRIOR TO SETTLEMENT

Assessment Number: 31605700
Certificate Number: 426

OTHER INFORMATION

1. Credit Balances

If account is currently in credit, credit will apply to new owner unless instructions to issue a refund are received from the conveyancers involved in this sale. If no instructions are received you will need to take this credit into consideration when preparing settlement figures.

2. Farming Properties

If this property is also exempt from the Council Municipal Charge as well as the fixed component of the Fire Services Property Levy under the Single Farming Enterprise provisions, these charges will also be added from the next rating period, unless an application for exemptions is lodged by the new owner/s.

3. Other

POTENTIAL LIABILITY


1. There are no Notices or Orders on the land that have been served by Council under the *Local Government Act 1958*, *Local Government Act 1989*, *Local Government Act 2020*, or under a Local Law of the Council which have a continuing application as at the date of this Certificate.
2. There ARE NO outstanding amounts required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under Section 18 of the *Subdivision of Land Act 1988*, or the *Local Government Act 1958*.
3. There is no potential liability for rates under the *Cultural and Recreational Land Act 1963*.
4. There IS NO money owed in relation to Section 94(S) of the *Electricity Industry Act 2000*.
5. There IS NO money owed for works under the *Local Government Act 1989* or the *Local Government Act 1958*.
6. There IS NO potential liability for the land to become rateable under Section 173 or 174A of the *Local Government Act 1989*, unless shown below.
7. There ARE NO monies owed under section 119 of the *Local Government Act 2020*
8. There ARE NO outstanding amounts required to be paid under Section 181C of the *Local Government Act 1989*

In accordance with Section 175 of the *Local Government Act 1989*, the purchaser of the land must pay any rate or charge on the land by the due date, or if that date has passed, immediately after they become the owner. Council recommends that payment of all outstanding amounts is made at settlement.

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

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

I hereby certify that the information provided in this certificate is true and correct at the date of issue for the property described in this certificate. A verbal update of information included in this Certificate will be provided up to 60 days after the date of issue. Applicants should confirm details with Council prior to settlement.

 **AUTHORISED OFFICER**

	Bill Code: 79640
	Ref: 31605700 9



INFORMATION STATEMENT

STMT0127-25

Issued Pursuant to Section 158 of the Water Act (1989) showing Orders, Rates and Charges due to be paid to the authority with respect to the land hereunder

Applicant:
 Strategy Property Law
 C/- Landata
 GPO Box 527
 MELBOURNE VIC 3001

Applicant Reference: 75472721-026-5
Date of Issue: 20 January 2025

Account No:	Owner:	Description	Amount Payable:	Payment Ref:
8011491	Edilan Pty Ltd	Surface	\$960.36	080114911
		Diversion		

An Information Statement is a legal document provided by GMW outlining details relating to a particular parcel of land or account number. This document has been identified from your application using title particulars and/or account numbers provided. The detailed entities are currently associated with this account. If you intend on transferring the services below, with the exception of any listed Occupation Agreements, you can request a prefilled Form 55 application to transfer the land and water. This application form combines multiple applications into one making it a great solution when changing ownership. This request can be made at <http://www.gmwater.com.au/customer-services/forms/> or by contacting us on 03 5826 3500.

The following payment methods are available:



Pay online via MyGMW
<https://mygmw.gmwater.com.au>



Quote Biller Code 72801
 and the 'Payment Ref'
 displayed in the above table

Water Services and/or Fee for Service Charges 2024/2025:

Charge Description	Issue Date:	Charge Amount:	Balance Outstanding:
Account No:8011491			
Annual Rates and Charges 2024/2025			
Balance as at 30/06/2024			\$0.00
Customer Fee			
Customer Fee - \$138.00 each	22/07/2024	\$138.00	\$138.00
Fixed Land Related Charges			
Access Fee - 1.00 Service Point @ \$203.00 each	22/07/2024	\$203.00	\$203.00
Service Point - Metered (excluding D&S) - 1.00 @ \$497.00 each	22/07/2024	\$497.00	\$497.00
Fixed Water Related Charges			
Entitlement Storage Fee - 9.80 ML Loddon High Reliability @ \$10.97/ML	22/07/2024	\$107.50	\$107.50
Water Register Entitlement Fee			
Water Register Entitlement Fee - 1.00 @ \$14.86 each	22/07/2024	\$14.86	\$14.86
Sub-Total for 2024/2025		\$960.36	\$960.36
Total Payable as at 20/01/2025			\$960.36

Rates and charges listed in this table relate to **1st July 2024 - 30th June 2025**. All of these are annual rates and charges for the financial year.

Updates for the information statement are provided for 3 months from the Issue date and are only applicable to the applicant of the information statement. Please email your STMT number, property number and request for the update to informationstatements@gmwater.com.au

Additional information about the fees and charges are available from the Goulburn-Murray Water Website, <https://www.gmwater.com.au/customer-services/pricing/price-list>

Entitlements(s):						
Account No:	Entitlement ID:	Volume:	Source Trading Zone:	Use Trading Zone:	Delivery System:	Reliability:
8011491	WEE028804	9.8	5A Loddon - CC/Tull to LWP	5A Loddon - CC/Tull to LWP	Loddon River (Laan to B'water)	High

Water Share(s) currently associated with this property

The water share(s) listed within this information statement are currently associated with this property. Please note the water share(s) may be in different ownership to the water use licence/ registration. Additional information about the water share(s) can be obtained by requesting a copy of the record(s) held in the Victorian Water Register at www.waterregister.vic.gov.au.

The transfer of a water share is subject to approval by GMW and recording by the Victorian Water Registrar upon receipt of the relevant application requirements.

Water Use Entities(s):					
Account No:	Water Use ID:	Water Use Type:	Holding Limit:	Annual Use Limit:	Purpose:
8011491	WUL015076	Use licence	21.20	10.60	Irrigation (prior section 51 industry/commerce)

Water use licence/registration

The above water use licence/ registration relating to the land described in this information statement authorises the use of water on the land specified in this information statement.

General Place of Take Approval(s):					
Account No:	GPT ID:	Service Point Desc.:	Extraction Share (ML/d):	Rationing Area:	Ownership:
8011491	GPT017433	LO051510	0.100000	Laanecoorie to Loddon Weir	EDILAN PTY LTD

Surface Diversion Regulated

A General Place of Take approvals(s) (GPT) authorises the ABA holder to take water from a service point. The extraction share on the GPT provides the right to take a share of river water during announced river restrictions. You cannot take river water during restrictions if the extraction share has a zero rate. Non-compliance with your extraction share is an offence. Details of the extractions shares associated with this property are detailed above.

When selling land, the GPT holder can transfer their extraction share with the land, or trade it elsewhere in accordance with the rules being set by the Minister for Water. It may be worth confirming with the vendor if the extraction share is being transferred with the land.

Go to <https://www.waterregister.vic.gov.au/water-entitlements/about-entitlements/place-of-take-approvals> for information on GPT(s) and extraction shares. Contact your water corporation if you have further queries on this.

Works Licence:					
Account No:	Works Licence ID:	Purpose:	Extraction Rate:	Type:	Expiry Date:
8011491	WLE014293	Operate	0.10	Pump	30/06/2034

Works Licence to Operate Pump or Other Works

A works licence is associated with this property which authorises the licence holder to operate a pump or other works located on a waterway.

Please note annual charges relating to this property are calculated using the extraction share (ML/day) listed below regardless of the volume of water shares. Specific information and conditions relating to this works licence are available by requesting a copy of the record held in the Victorian Water Register from GMW.

Please note that the transfer of a works licence is subject to approval by GMW upon receipt of the relevant application requirements.
 If the Works Licence is to expire within 18 months of the date you transfer it you have the option to renew the licence at the same time.

Land Description of the Nominated Property

Account No:	Vol:	Folio:	Lot:	Plan:	Crown Allotment/ Crown Portion:	Section/ Block	Parish	Area:
8011491	6102	337			10A	A	Derby	0

Application Number: BP20230517

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. 9743770863719 08 February 2024**Issue to**

Agent of Owner **AB Construct**
Postal Address **23 Cottage Street Blackburn** Postcode **3130**
Email **martinc@ab23.com.au**
Contact Person Telephone **0423 821 182**

Ownership Details

Owner **Martin Clark**
Postal Address **23 Cottage Street Blackburn** Postcode **3130**
Email **martinc@ab23.com.au**
Contact Person **Martin Clark** Telephone **0423 821 182**

Property Details

Number (known as Street/Road **Bridgewater-Maldon Road** Suburb **Bridgewater** Postcode **3516**
4194)
Lot/s **10A~A\PP2510 LP/PS TP524622E** Volume **06102** Folio **337**
Municipal District **Loddon Shire Council**

Builder

Name **Martin Clark**
Company **CB MAINTENANCE PTY LTD** Telephone **0423 821 182**
Address **23 Cottage Street Blackburn** Postcode **3130**
This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architectsa) To be engaged in the building work³

Name	Category/class	Registration Number
Martin Clark CB MAINTENANCE PTY LTD	Domestic Builder - Unlimited (Company Reg)	CDB-U 48676

b) Were engaged to prepare documents⁴

Name	Category/class	Registration Number
Warren Foster WJFA Architects	Architect	14428
Jimmy Wang	Engineer	PE0001673
Domenico Taraborrelli	Engineer - Civil	PE0002563

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA	C846127	13/12/2023

Details of Relevant Planning Permit

Planning Permit No: **5892** Date of grant of Planning Permit: **27 September 2023**



Nature of Building Work: Construction of Dwelling

Details of Building Work:

Type of construction: **N/A** Rise in storeys: **0** Effective height: **N/A**
 Storeys contains: **1**

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$561,000.00** Total floor area of new building work in m²: **361**

Conditions and Required Certificates

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

BCA Class

Part of Building: **Dwelling** Class: **1a(a)** Use: **Domestic**
 Part of Building: **Garage** Class: **10a** Use: **Domestic**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Loddon Shire Council	Property Information Certificate	51(2)
Loddon Shire Council	Report and consent for building in areas liable to flooding (Regulation 153)	153
Loddon Shire Council	Report and consent for septic tank systems (Regulation 132)	132

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Prior to placing a footing (Pre-Steel)
2. Prior to pouring an in situ reinforced concrete member (Steel)
3. Prior to placing a footing (Stump Holes)
4. Completion of Framework
5. Final upon the completion of all building work

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

Commencement and Completion

This building work must commence by 08 February 2025

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

This building work must be completed by 08 February 2026

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

Relevant Building Surveyor

Name: **Brent Williams**
 Address: **39 Pine Avenue Mildura Vic 3500**
 Email: **admin@bwanational.com.au**

Building practitioner registration no.: **BS-U 1062**

Permit no.: **9743770863719**

Date of issue of permit: **08 February 2024**



Notes

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A'

Conditions of Approval

Building Permit No. 9743770863719 Issued 08 February 2024

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

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia current edition (BCA) other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. Home Warranty Insurance applies in relation to building work approved by this permit.
3. Down pipes and drainage must be installed in accordance with Australian Standard 3500.3:2021. Such down pipes shall be directed to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor.
4. This property is located in a Bushfire prone area and has been classified BAL 12.5 in accordance with Australian Standard 3959 - Construction of buildings in bushfire prone areas. Construction is to achieve a minimum BAL 12.5
5. The owner and/or builder shall be responsible to define, the boundaries of the allotment
6. It is not the responsibility of the relevant Building Surveyor to confirm compliance with any Section 173 Agreement issued under the Planning and Environment Act 1987, covenant or other restriction which may be shown on title and by issuing this permit the Relevant Building Surveyor does not warrant that the works authorised by this permit will comply with any Section 173 Agreement, covenant or other restrictions which may be shown on title.
7. All construction shall meet the performance requirements of Part H1D2 [2019:3.0]/B.1 [2019:B1] as applicable, of the Building Code of Australia.
8. All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.
9. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with the Building Code of Australia Volume 2 H1D3 [2019:Part 3.1.4]
10. Self-contained Smoke Detectors must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms:
 - i) Between each part of the dwelling containing bedrooms and the remainder of the dwelling; and any other storey (Refer NCC H3D6 & HPS 9.5 [2019:3.7.5])
11. A Report & Consent has been issued by the council that allows the proposal to be within a flood prone area. The Flood level is 143.5m AHD. The minimum finished floor level (FFL) is 143.8m AHD. Please provide confirmation of the finished FFL's from a licensed land surveyor prior to the frame inspection.
12. The building work carried out under this building permit must be in accordance with the relevant planning permit
13. I the Builder named in this Building Permit declare that all building products, building materials and the like used on this project are only products complying with the minimum standards for building products as regulated through the National Construction Code (NCC)
14. I the Builder named in this Building Permit declare that the building(s) have been constructed in accordance with the relevant bushfire attack level (nominated in this Permit), as described by AS3959-2018 and that all sarking material used has a flammability index not greater than 5
15. I the Builder named in this Building Permit declare that the building has been constructed in accordance with the condensation management requirements of the National Construction Code Volume 2 part H4D9 [2019:part 3.8.7]
16. I the Builder named in this Building Permit declare that the external walls have been constructed in accordance with the building permit conditions, approved plans and specifications.
17. I the Builder named in this Building Permit declare that all requirements of the Energy Rating measures have been installed, and are in accordance with the Approved Building Permit Documents and Part H6 [2019:3.12] of the Building Code of Australia, Volume 2 and the installed insulation complies with AS 4859.1
18. I the Builder named in this Building Permit declare that all mechanical ventilation shown on the approved plans has been installed as per all requirements of the NCC and is functional.
19. I the Builder named in the Building Permit declare that all wet areas have been constructed and waterproofed in accordance with Australian Standard 3740 or the Housing Provisions Standard part 10.2
20. I the Builder named in this Building Permit declare that the construction is in accordance with the planning permit and endorsed documentation.

Annexures 'B'

Required Certificates

The following compliance certificates are required prior to the issuing of an Occupancy Permit:

- Prior to the frame inspection a licensed land surveyor is required to confirm the floor levels and provide to the building surveyor for review.
- Form 15 - Application to be made 48 hours minimum prior to date of inspection required
- Builders Declaration declaring that all works have been installed and completed in accordance with the Building Permit

and its conditions.

- Home Energy Rating Compliance Statement (HER letter)
- Glazing Certificate - Windows & Doors
- Glazing Certificate - Bathroom Safety Glazing
- Glazing Certificate - Kitchen Safety Glazing
- Electrical Certificate - Non Prescribed
- Electrical Certificate - Prescribed
- Plumbing Certificate - Cold Water Plumbing
- Plumbing Certificate - Hot Water Plumbing
- Plumbing Certificate - Drainage (below ground sewer)
- Plumbing Certificate - Drainage (below ground stormwater)
- Plumbing Certificate - Gas; or written confirmation no gas works have been undertaken as part of the permitted works
- Plumbing Certificate - Sanitary Plumbing
- Plumbers Certificate - Roof Plumbing Certificate or written confirmation the plumbing works were no greater than \$750
- Plumbing Certificate - Septic Tank Installation
- Termite Treatment Certificate
- Waterproofing Certificate - Australian Standard AS3740:2021 (NCC 2022 Permit)
- Council Septic permit to use



Domestic Building Insurance

Certificate of Insurance

CB MAINTENANCE PTY LTD

**PO Box 119
 BLACKBURN
 VIC 3130**

Policy Number:
C846127

Policy Inception Date:
13/12/2023

Builder Account Number:
008095

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **4194 Bridgewater-Maldon Rd BRIDGEWATER VIC 3516 Australia**

Carried out by the builder: **CB MAINTENANCE PTY LTD**

Builder ACN: **104911622**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **CB MAINTENANCE PTY LTD**

Pursuant to a domestic building contract dated: **16/11/2023**

For the contract price of: **\$ 561,000.00**

Type of Cover: **Cover is only provided if CB MAINTENANCE PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

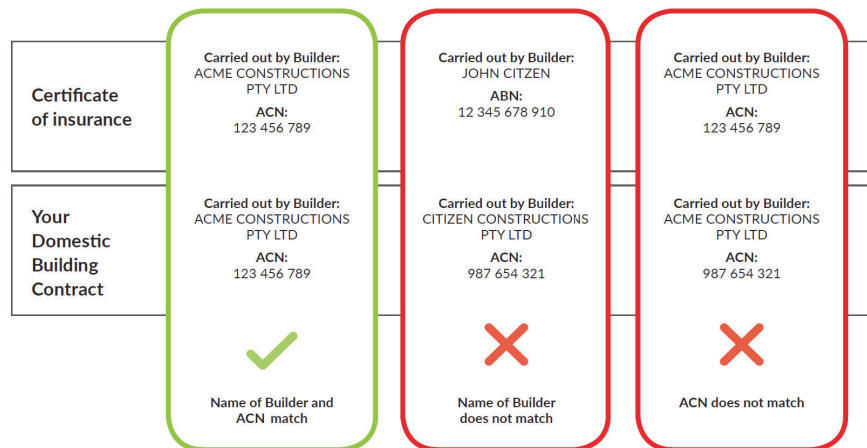
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,178.00
GST:	\$217.80
Stamp Duty:	\$239.58
Total:	\$2,635.38

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Building Act 1993
Section 238(1)(a)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

This certificate is issued to: The Relevant Building Surveyor

This certificate is issued in relation to the proposed building work at:

Address of building: 4194 BRIDGEWATER ROAD, BRIDGEWATER

Postcode: 3516

Nature of proposed building work

Construction of new residence

Version of BCA applicable to certificate: BCA 2022 Vol 2 - Amendment 1

Building classification

Part of building Residence BCA Classification CLASS 1

Part of building GARAGE BCA Classification CLASS 10A

Part of building RETAINING WALL BCA Classification CLASS 10B

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to Structural and drainage matter

Documents setting out the design that is certified by this certificate

Document no.	Document date	Type of document (e.g. drawings, computations, specifications, calculations etc.)	Number of pages	Prepared by
23ST137A	02/10/23	STRUCTURAL DRAWINGS	7	3M STRUCTURAL SOLUTION
23ST137A	02/10/23	COMPUTATIONS	3	3M STRUCTURAL SOLUTION

Performance solution

A performance solution forms part of the design certified by this certificate. The performance solution complies with the following performance requirements of the NCC

Relevant performance requirement	Details of performance solution required by Regulation 124
AUSTRALIAN STANDARDS	AS1170.1 2022, AS1170.2 2022, AS4600 2018, AS1684.2 2010, AS3600-2018, AS4100-2020, AS2870-2018
NCC BCA	BCA 2022 Vol 2 - Amendment 1

I did prepared the design, or part of the design, set out in the documents listed above.

I certify that the design set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

ENDORSED BUILDING ENGINEER

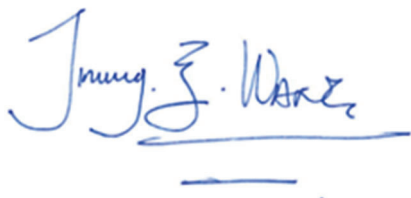
FULL NAME: Jimmy Wang

ENDORSED BUILDING ENGINEER AREA OF ENGINEERING: Civil

BUILDING PRACTITIONER REGISTRATION NUMBER: PE0001673

BUILDING REGISTRATION CATEGORY AND CLASS: ENGINEER (CIVIL)

Signature:



A handwritten signature in blue ink that reads "Jimmy Wang". The signature is written in a cursive style and is underlined with a horizontal line.



CERTIFICATE

Edilan Pty Ltd - Loddon Farms

*PIC: 3LNUK184 Brand: 3NBY, 3SNS
has achieved*

APIQ[✓]® Certification

PigPass Registration Number:

10082800

APIQ[✓]® Certificate Number:

24/APIQ.1130

APIQ[✓]® Expiry Date:

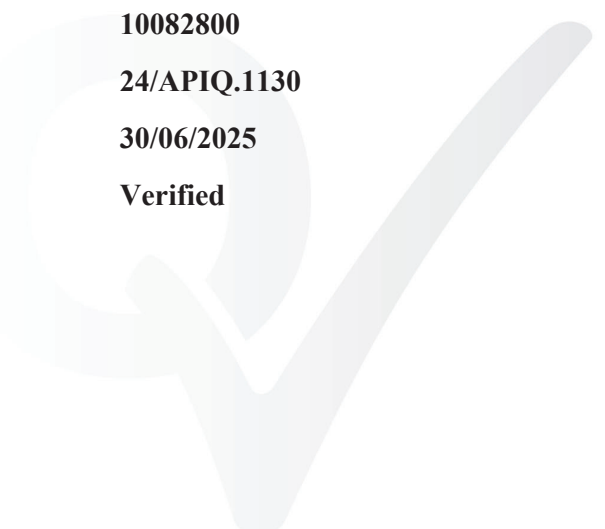
30/06/2025

APIQ[✓]® CSC:

Verified

A handwritten signature in grey ink, appearing to be 'R. Bryant'.

Rachael Bryant
Producer Relations Director
Australian Pork Limited





HISTORIC MINING ACTIVITY

Form No. 692

14 January, 2025

Property Information:

Address: 4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER 3516

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

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

For queries, contact:

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

Water Share ID:

WEE028804

Printed on: 10 Jan 2025 11:02:42 am

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

WATER SHARE

Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

Water Share Description

Status	Active
Volume	9.8 megalitres
Water authority	Goulburn-Murray Water
Water system source	Loddon
Water system type	Regulated
Reliability class	High
Trading zone source	5A Loddon - CC/Tull to LWP
Trading zone use	5A Loddon - CC/Tull to LWP
Delivery system	Loddon River (Laan to B'water)
Tenure	Ongoing
Tradability	Tradable
Carryover allowed	Yes

Water Share Owner(s)

Sole Owner 1 of 1

EDILAN PTY LTD of PO BOX 245 INVERLEIGH VIC 3321
WET711219 Lodged on : 26 Sep 2022 Recorded on : 09 Dec 2022

Current Year Allocation

Carryover at 1 July:	1.140 ML
Seasonal allocation since 1 July:	8.660 ML
Total allocation to date:	9.800 ML
Possible future allocation to 30 June:	0.000 ML

Related Water-Use Entities

Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUL015076	Active	Use licence	10.6

Land description

Volume 6102 Folio 337
CA 10A Section A Parish of Derby

Recorded Interests

Mortgage

<i>Priority</i>	<i>Reference</i>	<i>Recorded date</i>	<i>Mortgagee</i>
Nil			

Limited term transfer

<i>Reference</i>	<i>Start date</i>	<i>End date</i>	<i>Trading zone use</i>	<i>Delivery system</i>	<i>Water-use licence</i>	<i>Water authority</i>
Nil						

Notifications

<i>Reference</i>	<i>Recorded date</i>	<i>Notification details</i>
Nil		

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA049650	Address amendment	Recorded			18 Jul 2019
PTA016056	Address amendment	Recorded			01 Aug 2012
PTA016054	Address amendment	Recorded			01 Aug 2012
WET711219	Transfer within authority	Recorded	26 Sep 2022	20 Oct 2022	09 Dec 2022
WET703903	Transfer within authority	Recorded	09 Nov 2017	20 Nov 2017	15 Dec 2017
WET002245	Transfer within authority	Recorded	23 Mar 2009	07 Apr 2009	05 Jun 2009
WEI024769	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

END OF COPY OF RECORD



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Strategy Property Law C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357987

NO PROPOSALS. As at the 10th 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®.

4194 BRIDGEWATER-MALDON ROAD, BRIDGEWATER 3516
SHIRE OF LODDON

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: 10th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75472721 - 75472721103736 '357987'

Property Clearance Certificate

Land Tax



INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2186
Certificate No:	81433547
Issue Date:	10 JAN 2025
Enquiries:	ESYSPROD

Land Address: 4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER VIC 3516

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27112252			6102	337	\$0.00

Vendor: EDILAN ATF
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EDILAN PTY LTD	2025	\$351,000	\$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:	\$1,140,000
SITE VALUE:	\$351,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 81433547

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 = \$1,503.00

Taxable Value = \$351,000

Calculated as \$1,350 plus (\$351,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code:5249
Ref: 81433547

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: 81433547

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 / STRATEGY PROPERTY LAW

Your Reference:	2186
Certificate No:	81433547
Issue Date:	10 JAN 2025
Enquires:	ESYSPROD

Land Address:	4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER VIC 3516				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
27112252			6102	337	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
545	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:	\$1,140,000
SITE VALUE:	\$351,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81433547

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.

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.

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.

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.

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / STRATEGY PROPERTY LAW

Your Reference:	2186
Certificate No:	81433547
Issue Date:	10 JAN 2025

Land Address: 4194 BRIDGEWATER-MALDON ROAD BRIDGEWATER VIC 3516

Lot	Plan	Volume	Folio
		6102	337

Vendor: EDILAN ATF

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: 81433547

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

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 81433542</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 81433542</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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